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AMENDED AND RESTATED

PROTECTIVE COVENANTS

OF

ANTELOPE, FILING NO. 1 & 2

A subdivision of a part of Section 26 and 27, Township 5 South,
Range 66 West of the 6th P.M., Arapahoe County, Colorado.

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RECITALS

- A. Horton-Cavey Realty Company, a Colorado corporation, created the Antelope Community ("Community") by recording the Protective Covenants of Antelope, Filing No. 1 & 2 in the real property records of the County of Arapahoe, State of Colorado at Reception No. 1630727, Book 2582, Page 327 on May 4, 1977, as amended by the First Amendment to the Protective Covenants of Antelope, Filing No. 1 & 2 recorded in the real property records of the County of Arapahoe, State of Colorado, at Reception No. B2004326 on January 7, 2002 (collectively, the "Original Declaration").
- B. Pursuant to Paragraph 15 of the Original Declaration, sixty percent (60%) of the Owners are required to approve any amendments to the Original Declaration.
- C. The Owners within the Antelope Community desire to amend and restate the Original Declaration by virtue of this Amended and Restated Protective Covenants of Antelope, Filing No. 1 & 2 ("Declaration"), and intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements thereto shall be superseded and replaced by this Declaration.
- D. All Owners are aware of the provisions of the Original Declaration allowing for amendment, by virtue of the record notice of the Original Declaration, by acts and disclosures, newsletters or notices of the Association and by other means;
- E. The amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome;
- F. The purposes of the amendments in this Declaration are to remove provisions that do not comply with current state law and add beneficial provisions of current state law.
- G. The undersigned, being the President and Secretary of the Association, hereby certify that sixty percent (60%) of the Owners have approved in writing this Declaration, as required under Paragraph 15 of the Original Declaration, and that the instruments signed by the Owners, along with the recorded copy of this Declaration shall be placed in the Antelope Property Owners Association, Inc.'s corporate records and shall be available for review and inspection upon request.

NOW THEREFORE, the Original Declaration is replaced and superseded by the covenants, servitudes, easements and restrictions set forth below:

ARTICLE I DEFINITIONS

SECTION 1.1 Act shall mean the Colorado Common Interest Ownership Act, C.R.S. Sec 38-33.3-101, et seq., as may be amended.

SECTION 1.2 Assessment shall include all Common Expense Assessments, insurance Assessments, utility Assessments, and any other expenses levied to Lots pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.

SECTION 1.3 Association shall mean and refer to the Antelope Property Owners Association, Inc., its successors and assigns.

SECTION 1.4 Board or Board of Directors shall mean the body, regardless of name, designated in the Governing Documents to act on behalf of the Association.

SECTION 1.5 Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including, but not limited to, roads, bridle paths, recreational areas, riding areas, and any water systems, main water lines and supporting systems as may be installed pursuant to this Declaration.

SECTION 1.6 Common Expenses shall mean and refer to all expenditures made and liabilities incurred by or on behalf of the Association, including expenditures relating to maintenance, repair, replacement of the Common Area, together with any allocation by the Association to reserves.

SECTION 1.7 Community or Antelope Community or Planned Community shall mean the planned community known as "Antelope" and the real property subject to this Declaration and as further defined by the recorded Plats and the legal descriptions contained in this Declaration, and the Members of the Association.

SECTION 1.8 Declaration shall mean and refer to the Protective Covenants of Antelope, Filing No. 1 & 2, as amended, applicable to Property recorded in the Office of the Clerk and Recorder of Arapahoe County, Colorado.

SECTION 1.9 Governing Documents shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, any Maps and any Rules, Regulations, Policies, and Procedures of the Association, as all of the foregoing may be amended from time to time.

SECTION 1.10 Improvement shall mean and refer to any modification, addition to, or alteration which changes the exterior appearance (including color) of the Lot, including any buildings located on the Lot. This includes, but is not limited to, residences, outbuildings, detached garages, barns, sheds, decks, gazebos, fences, roofing, siding, and berms.

SECTION 1.11 Lot shall mean a physical portion of the Community, designated for separate ownership, the boundaries of which are defined on the Map and in the Declaration, with the exception of Common Areas, if any.

SECTION 1.12 Member shall mean Owner. The terms "Member" and "Owner" may be used interchangeably.

SECTION 1.13 Owner shall mean the owner of record title, whether one or more persons or entities to any Lot which is part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

SECTION 1.14 Pet shall mean and include cats, dogs, birds, reptiles or other household animals, as may be further defined in or supplemented by the Rules, Regulations, Policies, and Procedures.

SECTION 1.15 Plat or Map shall mean and refer to the plat(s) and/or map(s) of the Property that are subject to this Declaration and which are designated in the plat for Antelope, Filing No. 1 & 2, recorded in the records of the Office of the Clerk and Recorder of Arapahoe County. More than one plat, map, or supplement thereto may be recorded, and, if so, then the term "Plat" or "Map" shall collectively mean and refer to all of such plats, maps, and supplements thereto.

SECTION 1.16 Property shall mean and refer to all of the real property described in or which is subject to this Declaration.

SECTION 1.17 Rules, Regulations, Policies, and Procedures shall mean any written instruments, however identified, which are adopted by the Association for the regulation and management of the Community and/or clarification of the Governing Documents, including any amendment to those instruments.

ARTICLE II GENERAL PROVISIONS

SECTION 2.1 PROPERTY

The Planned Community is located in the County of Arapahoe, State of Colorado. The Property of the Planned Community is described in the Original Declaration and the Plat and/or is consistent with the common scheme and plan for the creation and operation of the Community. The number of Lots currently included in the Community is 120. Easements for utilities and other purposes over and across the Lots and any Common Area may be as shown upon a recorded Plat and on any recorded Map of the Planned Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

SECTION 2.2 BOARD OF DIRECTORS

(a) After September 1, 1978, all privileges, powers, rights and authority shall be exercised by and vested in a Board of Directors for Antelope Subdivision Filing No. 1 & 2 to be elected by the Owners of the Lots in Antelope Subdivision Filing No, 1 & 2, as further provided for in the Bylaws.

(b) The Association, through its Board of Directors, shall perform functions and manage the Community as provided in this Declaration so as to protect the value and desirability of the Community and the Lots. The Association shall be responsible for the maintenance, repair, replacement and improvement of any Common Area. Any purchaser of a Lot shall be deemed to have assented to, ratified and approved such designation and management. The Association shall have all power necessary or desirable to effectuate such purposes.

(c) The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, to the extent it applies to communities created prior to July 1, 1992, this Declaration, the Plat or Map, its Articles of Incorporation and Bylaws, and any Rules, Regulations, Policies, and Procedures adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility. The Association may exercise any right or privilege and shall perform all duties and obligations expressly granted or reasonably necessary or implied in the Governing Documents to effect such right or privilege or to satisfy such duty or obligation.

(d) No Director shall receive compensation for any service they may render as a Director to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of Association duties.

SECTION 2.3 ARCHITECTURAL CONTROL COMMITTEE

(a) An Architectural Control Committee (ACC) for the Community shall be formed by volunteer Owners who have the written endorsement of at least three (3) Owners.

(b) The ACC shall have the following general responsibilities:

(1) Review and approve/disapprove all Owner requests for Improvements to Lots and all requests for variances to the provisions contained in this Declaration and other Governing Documents as specified in those documents.

(2) Enforce architectural control provisions of the Declaration, Bylaws and Rules, Regulations, Policies, and Procedures.

ARTICLE III ASSESSMENTS

SECTION 3.1 ANNUAL ASSESSMENTS FOR COMMON EXPENSES

(a) Each Lot, and each Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Assessments for Common Expenses as imposed by the Association.

(b) Assessments, including fees, charges, late charges, attorney fees, fines and interest charged by the Association shall be the personal obligation of the Lot Owner of such Lot at the time when the Assessment or other charges became or fell due.

(c) Assessments shall accrue to the benefit of and may be enforced, jointly and severally, by the other Owners, at any time, or by the Association.

(d) The Association annual Assessments for Common Expenses and such other

Assessments imposed by the Association, including fees, charges, late charges, attorney fees, fines and interest charged by the Association, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made.

(e) Assessments shall not exceed one hundred dollars (\$100.00) per year, unless agreed to in writing by two-thirds (2/3) of the Lot Owners.

SECTION 3.2 ALLOCATION

(a) Such Assessments shall be allocated among the Owners, at any time, based on a per-lot basis.

(b) Except as provided in this Declaration, Assessments for Common Expenses will be allocated among the Lot Owners equally.

SECTION 3.3 PAYMENT

(a) Each Owner shall pay Assessments promptly when the same become due.

(b) If any Assessments is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due.

(c) The personal obligation to pay any past due sums due the Association shall not pass to a successor in title expressly assumed by them.

SECTION 3.4 OFFSETS/REDUCTIONS/EXEMPTIONS

(a) All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof, shall be permitted by any reason including, without limitation, any claim that the Association or Board of Directors is not properly executing its duties and powers under this Declaration.

(b) No Lot Owner may become exempt from liability from payment of the Assessments for Common Expenses by waiver of the use or enjoyment of the Common Area or by abandonment of the Lot against which the Assessments for Common Expenses are made.

ARTICLE IV LAND USE

SECTION 4.1 LOTS

(a) All Lots in the Community shall be known and described as residential lots, and will be restricted by all provisions contained in the Governing Documents.

(b) There shall be no more than one (1) residence per Lot.

(c) No Lot shall be further subdivided.

(d) No structure, other than one private single family dwelling together with a private garage and suitable barn or shed for horses, for use in connection with said single family dwelling, shall be erected, placed or permitted to remain on any Lot. (A maximum of three (3) structures is permitted: One (1) single family dwelling and two (2) outbuildings.)

(e) There is a 100 year flood plain platted in the Community which will not allow any dwelling units to be constructed on it.

(f) The Association assumes no liability in regard to any construction performed in the Community or any loss occurring from flood damages.

(g) No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot.

(h) Parking shall be accommodated on Lots with no parking allowed on public streets.

(i) A family garden not to exceed 1000 square feet is permissible, but no additional ground shall be broken for farming or agricultural purposes.

SECTION 4.2 EASEMENTS AND BRIDLE PATHS

(a) There shall be no buildings or fences constructed on bridle paths as shown on the Plat.

(b) Motorized vehicles are expressly prohibited from all Common Area and flood plain areas.

(c) Easements and rights of way as shown on the recorded Plat are hereby reserved in the Community for poles, wires, pipes and conduits for heating, lighting, electricity, gas, telephones, sewer, water or any other public or quasi public utilities services purpose, together with the right of ingress and egress at any time for the purpose of further construction and repair.

ARTICLE V STRUCTURES

SECTION 5.1 CONSTRUCTION APPROVAL AND COMPLETION

(a) No Improvement, as such term is defined in this Declaration and as may be further defined in the Rules, Regulations, Policies, and Procedures shall be erected, placed or altered on any Lot until the exterior paint, construction plans and specifications and a plot plan showing the location of the Improvement have been approved by the ACC.

(b) In the event the Architectural Control Committee fails to approve or disapprove an Improvement within thirty (30) days after plans, specifications and plot plan have been submitted, or in the event no suit to enjoin the construction has been commenced prior to completion thereof, approval shall be deemed granted; provided, however, nothing in this Section shall authorize anyone to construct or maintain any Improvement that is otherwise in violation of this Declaration, the Rules, Regulations, Policies, and Procedures or any architectural guidelines adopted by the Board. All communications and submittals shall be addressed to the Association in care of the Committee.

(c) Once commenced, an Improvement must be completed within two hundred seventy (270) calendar days.

SECTION 5.2 PERMANENT STRUCTURES

(a) The principal dwelling unit shall have a minimum fully enclosed ground floor area devoted to living purposes, exclusive of porches, terraces, and garage, of 1300 square feet; except that where the said principal dwelling is a 1-1/2 story dwelling, the minimum may be reduced to 800 square feet of ground floor area, providing that the total living area of the 1-1/2 or 2 floors is not less than 1500 square feet.

(b) No building shall be located on any Lot nearer than fifty feet (50') from the front line or any nearer than thirty-five feet (35') from the side and rear Lot lines.

(c) No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted in the Community.

(d) The Architectural Control Committee's approval is expressly required for the erection of buildings for livestock.

(e) Propane tanks if used must be camouflaged by buildings and/or landscaping so that they can not be seen from roads within the Community.

SECTION 5.3 TEMPORARY STRUCTURES

(a) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot as a family dwelling, either temporarily or permanently.

(b) This Section 5.3 shall not restrict a building contractor or land developer from maintaining a temporary office, trailer office, tool shed, lumber shed and/or sales office for the purpose of erecting and selling dwellings; provided that the Architectural Control Committee shall have the authority to order removal of said temporary structures whenever in their sole discretion the same have been on the premises an unreasonable length of time.

SECTION 5.4 WATER SYSTEM

(a) Each Owner is responsible for the installation, maintenance, repair and replacement of the water line connections from their residence to their meter pit.

(b) Each Owner is also responsible for any additional fees and charges for use of the water distribution system as required by the Arapahoe County Water and Wastewater Authority in accordance with its Rules and Regulations (as modified by the Water Service Agreement with the Antelope Property Owners Association, Inc.).

ARTICLE VI OTHER RESTRICTIONS

SECTION 6.1 WASTE

(a) No portion of the Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

(b) Trash, garbage, or other waste shall not be kept except in sanitary containers.

(c) All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(d) Sewage shall be disposed of only by and through a septic system designed by a qualified engineer with adequate dimensions and capacity and of a type approved by Tri-County Health Department or an approved municipal service if available.

(e) No septic tank or field system shall be nearer than fifty feet (50') to any building plot line except with the consent of the appropriate health officials and the County and State, and no sewage, waste water, trash, garbage or debris shall be emptied, discharged, or permitted to drain into any body of water in or adjacent to the Community.

(f) No outside toilets or privies shall be permitted on any tract in the Community.

(g) All toilet facilities must be a part of the residence or garage and shall be of a modern flush type and connected to a proper septic tank system.

(h) The type of soils present in some Lots may not meet requirements as to their ability to support standard absorption fields, therefore, construction limitations may exist.

(i) The following studies must be obtained before construction is to take place on any Lot:

(1) A foundation soil analysis performed by a qualified soils engineer.

(2) Percolation reports for absorption fields designed by a qualified engineer.

SECTION 6.2 ANIMALS

- (a) No animals will be raised on any Lot for commercial reasons.
- (b) Household Pets will be allowed.
- (c) No more than three (3) Pets of any species will be allowed without approval of the Board of Directors.
- (d) Horses will be allowed in accordance with applicable provisions of Arapahoe County zoning regulations. However, no more than one (1) horse per acre or three (3) per Lot will be permitted.
- (e) In order to prevent overgrazing, livestock shall be kept in a small corral not to exceed twenty-five percent (25%) of the Lot size and only allowed to occasionally graze in remaining native grass.
- (f) Supplementary feeding will be necessary to maintain animals.
- (g) Other animals not addressed in this Section will be allowed only with the approval of the Architectural Control Committee and in accordance with the Arapahoe County zoning regulations.
- (h) All barns, sheds, corrals and other animal facilities must be kept clean and odor free.

SECTION 6.3 SIGNS

- (a) No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere on a Lot except: (1) such sign or signs as may be approved in writing by the Association; (2) signs used by a builder or developer to advertise a Lot during the construction and sales period; (3) signs identifying the Community on Lots fronting Arapahoe Road and Long Avenue; or (4) one professionally lettered "For Sale" or "For Rent" sign not to exceed three feet (3') by two feet (2') and one professionally lettered security or alarm system sign not exceeding one square foot may be displayed on a Lot.
- (b) Signs intended to impact the outcome of an election must be displayed in accordance with the Association's Rules, Regulations, Policies, and Procedures.

SECTION 6.4 MOTOR VEHICLES

No motor vehicle of any type shall be permitted to remain in the Community in a non-operating condition for more than thirty (30) days in any calendar year unless approved by the Board of Directors. Any such vehicle which does not display a current and valid license plate as required by state law shall be deemed to be in a "non-operating" condition."

SECTION 6.5 HOME BUSINESSES

No store, office, other place of business of any kind, medical treatment facility, or place of public entertainment shall ever be erected or permitted upon any Lot in the Community.

SECTION 6.6 PROHIBITED ACTIVITIES

- (a) No noxious or offensive activity shall be carried on within the Community nor shall anything be done or permitted which will constitute a public nuisance therein; nor shall any fire arms be discharged within the Community. Fire arms as used herein shall be construed to mean rifles, shotguns, pistols, cannons, explosives, air rifles, BB guns, or similar devices.
- (b) No open fires will be permitted in the Community.

ARTICLE VII TERMS AND AMENDMENTS

SECTION 7.1 TERMS

(a) The covenants and restrictions of this Declaration shall run with and bind with the land in perpetuity.

(b) Each of the provisions of this Declaration shall be deemed independent and severable.

(c) If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

SECTION 7.2 AMENDMENTS

(a) Any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of at least sixty percent (60%) of the Owners in the Association and with the written consent of the Association. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment.

(b) The Board of Directors shall have the authority to amend, revise, remove, repeal or add any provision to this Declaration, without Owner or mortgagee approval, in order to conform with any applicable city, county, state, or federal laws or ordinances.

(c) The amendment or repeal shall be effective upon recordation in the Office of the Clerk and Recorder of Arapahoe County of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

The undersigned, being the President and the Secretary of the Association hereby certify that the Association has obtained written approval of this Declaration from at least 60% of the Owners. Approvals obtained shall remain in effect until this Declaration is approved unless approval is expressly revoked in writing.

DATED this 13th day of February 2007

Charles Reers, President
Charles Reers, President

Karen Reddick, Secretary
Karen Reddick, Secretary

Jane Shirack
Notary Public
Jane J Shirack
MY COMMISSION
EXPIRES 8/3/08

