

ANTELOPE VALLEY
PROTECTIVE COVENANTS

NOW THEREFORE, in consideration of the acceptance thereof by the several purchasers and grantees (his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns, and all persons or concerns claiming by, through or under such grantees) of deeds to lots in said tract of land, said LIVINGSTON PROPERTIES, INC. hereby declares to and agrees with each and every person who shall be or who shall become owner of any of said lots hat said lots, in addition to the ordinances of the County of Custer, Colorado shall be and are hereby bound by the covenants set forth in these presents and that the property described in these restrictions shall be held and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, to-wit:

1. **Lot Size:** No lot in Antelope Valley shall be less than one acre in size. For purposes of this covenant recorded easements and access roads may be included as part of said lots.

2. **Dwelling Size:** The ground floor area of the main structure, exclusive of open porches, garages and basements, shall be not less than 600 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story.

3. **Building Location:** No building shall be erected nearer than thirty (30) feet to any boundary along a street or so that any part of said building is closer than fifty (50) feet to any of the other boundary lines of said premises. In case of single ownership of more than one tract, this restriction shall apply to the parcel as a whole. For the purpose of this covenant, eaves, steps and open porches shall be considered as a part of the building.

4. **Exceptions to Setback Restrictions:** Terraces, walls, fences, low platforms or steps, swimming pools and similar low, unroofed and unscreened construction may be erected outside the setback lines, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties and shall be in compliance with the prevailing zoning regulations. No structure, wall, fence or hedge over five (5) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any tract within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of Restriction 3 above.

5. **Temporary Residences:** No structure of temporary character, trailer, basement, tent or accessory building shall be used on any tract as a residence, temporarily or permanently, provided, however, for such use and location during the construction phase of the permanent dwelling, and for short periods for vacation camping and vacation use.

6. **Time of Construction:** Once construction shall have been initiated on any structure, including walls, fences, residences, ancillary buildings or any other structure, construction of that particular structure, wall fence, residence, ancillary building, or other structure, shall be completed within one (1) year of the time such construction was initiated, except unusual circumstances may extend said time.

7. **Easements:** Easements for installation and maintenance of utilities, drainage facilities, roadways, bridle paths, hiking trails and such other purposes incident to development of the property are reserved as shown on the recorded plat. Such easements will be kept open and readily accessible for service and maintenance of utility and drainage facilities.

8. **Nuisances:** Nothing shall be done or permitted on any tract which may be or become an annoyance or nuisance to the neighborhood. No noxious or offensive activities or commercial business or trade shall be carried on upon any tract, except that home occupations of professional persons shall be permitted.

9. **Refuse and Rubbish:** Rubbish, garbage or other waste shall be kept and disposed of in a sanitary manner. Containers or other equipment for the storage or disposal of garbage, trash, rubbish or other refuse shall be kept in a clean, sanitary condition. All garbage or trash containers, oil tanks and bottle gas tanks must be underground or placed in walled-in areas so that they shall not be visible from adjoining properties or from public streets. No trash, litter/junk shall be permitted to remain exposed upon the premises and visible from public roads or adjoining or nearby premises.

10. **Clearing of Trees:** There shall be no removal of trees from any lot except that which must be removed in connection with construction on the property, landscaping or that which is consistent with good conservation practices.

11. **Enforcement:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bear or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

12. **Exteriors:** All exterior finishes that are of a unique design and vary from surrounding homes in the general area shall be approved by an architectural control committee made up of property owners residing within Antelope Valley. Said committee to be made up at a future date. Until such committee is made up, final approval will be made by Livingston Properties, Inc.

13. **Sewage:** All permanent residences in Antelope Valley must be provided with sewage treatment and disinfection facilities as approved by the Colorado Department of Public Health.

14. **Water:** All streams, lakes and ponds within Antelope Valley will have fifty (50) foot easements around their shores from which property owners and their guests may fish and enjoy other recreational attributes of said water. This covenant will apply to all platted lots within said subdivision.

15. **Hunting:** Absolutely no hunting of any type will be allowed within the boundaries of Antelope Valley whether on private lands or in areas set aside for Common Usage.