

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR

ANTELOPE FARMS LOCATED IN THE

THE NW1/4 OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 63 WEST OF THE 6TH P.M.

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS: Effective as of June 25, 2025 this Declaration of Restrictive and Protective Covenants, hereinafter referred to as the "Covenants" is made by Linnebur Grain And Buffalo, LLLP hereinafter referred to as "Declarant", being the owner of four 39+ acre parcels located in the NW1/4 of Section 34, Township 2 South, Range 63 West of the 6th P.M. hereinafter referred to in this Declaration as the "Parcels". See Exhibit "A" Land Survey Plat Antelope Farms attached hereto and incorporated herein.

PURPOSE OF DECLARATION: This Declaration has been made as a means to form a safe and attractive residential community for all Parcel Owners "Owners". Declarant desires that the Parcels be improved, held, used, sold, occupied, leased, sold, and/or conveyed according to these Covenants. The Covenants are in addition to those restrictions and regulations as imposed by Adams County Code. Therefore, said Declarant hereby imposes the following restrictions on said Parcels and their heirs, successors in interest, and /or assigns.

SETBACK REQUIREMENTS: Parcel Owners will adhere to Adams County Code setback requirements for all improvements placed on the Parcels.

HOME CONSTRUCTION: All homes must be built according to the following restrictions:

1). Home construction is limited to the following construction types: traditional stick built, panelized homes, structural insulated panel (SIP's) and concrete homes using either concrete masonry units (CMU's) or insulated concrete forms (ICF's). State approved IRC Modular homes are acceptable. All factory homes must be approved by the state of Colorado

2). Homes must be a minimum of 1,950 square feet of ground level (first floor) dwelling space exclusive of the garage, deck and porches.

3). Homes must include an attached or detached 2 car garage.

4). Homes must have a minimum of a (5 /12) pitch roof with a minimum overhang of 10 inches. Flat roofs are allowed on Spanish style homes

OUTBUILDINGS: All outbuildings shall be made of new customary building materials built to the professional standards of licensed contractors.

SOLAR PANELS: Although not prohibited, solar panels on homes and outbuildings are discouraged due to their aesthetic economic disadvantages when making roof repairs and replacements. Consider the advantages of ground mounted panels preferably on the back side of structures.

DRIVEWAYS: Driveways must be built to Fire Department emergency vehicle specifications and of professional quality using quality material and smooth, uniform borders.

TEMPORARY STRUCTURES: No temporary housing such as but not limited to the use of tiny homes, RV's, campers and /or 5th wheels, for living purposes, will be allowed on the Parcels except for a limited to a period not to exceed 12 months while the Home is under construction unless an extension is granted by Adams County. Conex(s), shipping containers and large dumpsters are allowed during construction but must be removed within a reasonable amount or time not to exceed 1 year unless a permit through Adams County is obtained.

FENCES: All fences constructed on the Parcels must be made of quality and customary material built to professional standards. Parcel owners are encouraged to meet with bordering Parcel owners to discuss material, location, ownership and maintenance of fences prior to construction. Smooth wire is recommended on boundaries of other Parcel owners as barbed wire may pose a concern for horses and other domestic animals. Surveying or GPS assistance may be required to locate fences accurately on outer boundaries. Crooked, sagging and poorly maintained fences and corrals are not allowed.

ACREAGE MANAGEMENT: Owners will maintain ground cover in grass to prevent wind and water erosion. Weeds are not an acceptable ground cover. Owners will work diligently to control weed and prairie dogs to prevent either or both from spreading to neighboring Parcels.

ANIMALS AND LIVESTOCK: Animals and livestock shall be managed so as not to create excessive noise, odor, or a trespassing nuisance to adjacent Parcel Owners. No overgrazing creating a wind and/or water erosion hazard is permitted.

OUTDOOR ARENAS AND PENS: Livestock confinement areas such as outdoor arenas and pens arenas requiring no vegetation are limited to a total area of two (2) acres and must be professionally constructed of high-quality fencing and panel materials designed for such use.

TRASH, RUBBISH, JUNK VEHICLES AND /OR MACHINERY, STORAGE: No Parcel will be used for storing unregistered or inoperable automobiles, RVs, campers, trailer houses, old tires, trash or building materials not for immediate use unless stored in a building, otherwise, it must be removed within a reasonable amount of time not to exceed 1 year. Burning of trash or other refuse shall be carefully managed and controlled as to not create a fire hazard.

OFFENSIVE ACTIVITY: Parcel Owners agree to be safe and considerate of adjacent Parcel Owners when engaging in potentially dangerous and/or noisy activities including but not limited to the shooting of firearms and/or operation of dirt bikes and off-road vehicles. Parcel Owner's agree to conduct such activities as far as possible from other neighboring dwellings, avoid early morning and/or after sunset activities and to limit the duration of such activities especially those that occur on a regular basis.

COMPLIANCE: By purchasing a Parcel from the Declarant, Owners hereby agree to adhere to the terms and conditions of these Covenants recorded with Adams County and binding upon the Parcels.

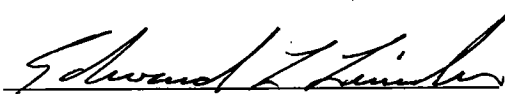
FAILURE TO COMPLY: Parcel Owners hereby agree that the failure of any Parcel Owner(s) to adhere to the terms of these Covenants will not be deemed as permission for other Parcel Owners to do the same. Respect and consideration of these Covenants by all Parcel Owners shall ensure achievement for the best use and enjoyment of each and all Parcels.

NON-LIABILITY OF DECLARANT OWNER: Declarant and Declarant's affiliates, representatives, and agents including their respective successors and assignees shall not be held responsible or liable to any Parcel Owner with respect to the terms or conditions of these Covenants, enforcement or failure to enforce these Covenants, or any other action or inaction related to these Covenants. It is up to the individual Parcel Owners to uphold their commitment to adhere to and enforce these Covenants.

TIME AND LENGTH OF COVENANTS: These Covenants are to run with the Parcels and shall be binding on all Parcel Owners claiming under them unless an instrument signed by all the Parcel Owner(s) of all of the Parcels is recorded with Adams County agreeing to change or terminate these Covenants in part or in whole.

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Protective Covenants for Antelope Farms located in the NW1/4 of Section 34, Township 2 South, Range 63 West of the 6th P.M. by Gerald E. Linnebur and Edward L. Linnebur, General Partners of Linnebur Grain And Buffalo, LLLP, Declarant, on this 25th day of June 2025.


Gerald E. Linnebur

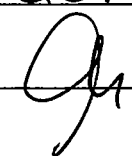

Edward L. Linnebur

STATE OF COLORADO

COUNTY OF ARAPAHOE

The forgoing instrument was acknowledged before me this 25th day of June 2025 for Linnebur Grain And Buffalo, LLLP, Declarant, Gerald E. Linnebur and Edward L. Linnebur, General Partners.

My commission expires: 2/25/29


Notary Public

