

**DECLARATION OF PROTECTIVE COVENANTS**  
Paradise Estates Filing Number 10, City of Woodland Park, Teller County, Colorado

These Covenants are adopted in order to preserve the unique natural beauty of Paradise Estates Filing Number 10, to provide for and preserve the quality of life, the harmony and tranquility of the surroundings, the preservation of the wild life, and the desirability and value of property in Paradise Estates. Consequently, the following conditions and restrictions shall apply to all the land, which is now or may hereafter be made subject to these Covenants.

The Declarant is the sole owner of Paradise Estates Filing No. 10, as recorded in the records of Teller County, Colorado, on March 28, 2001, at Reception No. ~~576074~~. The Declarant hereby declares that all of the Subject Real Property, shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to this Declaration of Protective Covenants. These Covenants shall run with the land and shall be binding upon all persons having or who acquire any right, title or interest in and to said real property, and shall inure to the benefit of the Declarant, its successors and assigns, and each person, who becomes an owner of any portion of said subject real property.

**ARTICLE I Definitions:**

**Section 1.** The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) Declarant shall mean Paradise Estates, Inc., a Colorado corporation, or such other person or corporation whom Paradise Estates, Inc., may by recorded document designate as the Declarant.
- (b) Excavation shall mean any disturbance of the surface of the land that results in the removal of earth, rock or other substance below the natural surface of such land.
- (c) Fill shall mean any addition of rock or earth materials to the surface of the land that increases the natural elevation of such surface.
- (d) Improvements shall mean any buildings, outbuildings, roads, driveways, parking areas, fences, retaining walls, stairs, decks, hedges, windbreaks, and poles including basketball goals, signs, and any structures of any type or kind.
- (e) Lot shall mean any site within the subject property subdivided under the regulations and ordinances of the City of Woodland Park, and recorded as such in an approved plat with the Clerk and Recorder of Teller County, Colorado.
- (f) Owner shall mean the person or entity holding legal title to a lot.
- (g) Paradise Estates Filing No. 10 shall mean all land subjected to this Declaration, together with such other land as is subsequently subjected to this Declaration pursuant to Article II Section 2 hereof.
- (h) Residence shall mean a building or buildings, including any garages or similar outbuildings, used for residential purposes.
- (i) Subject Real Property shall include all land subject to this Declaration.

**ARTICLE II Land Subject to this Declaration:**

**Section 1.** The Subject Real Property is hereby described as Paradise Estates Filing Number 10, City of Woodland Park, Teller County, Colorado, shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to this Declaration.

**Section 2.** The Declarant may, pursuant to the following provisions of this Section, from time to time and at its sole discretion, add to Paradise Estates Filing No. 10 all or any part of the land (not then constituting a part of Paradise Estates Filing No. 10) owned by it at the time of such addition.

(a) The addition of such land shall be effective upon Declarant's recording with the Clerk and Recorder of Teller County, Colorado, a Declaration describing the land to be added; setting forth such additional limitations, restrictions, covenants, and conditions as are applicable to such land; and declaring that the land is to be held, sold, conveyed, encumbered, leased, occupied and improved subject to this Declaration.

(b) Upon the addition becoming effective, the land covered by such addition shall become a part of Paradise Estates.

(c) The Declaration described in Section 2(a) above may provide for any of the following:

- (1) The same land classifications as are provided for herein, and such limitations, restrictions, covenants and conditions with respect to use as the Declarant may deem to be appropriate for the development of such land;
- (2) A declaration of restrictions applicable exclusively to a specified area.

ARTICLE III

Land Use and Restrictive Covenants:

Section 1. All lots within Paradise Estates Filing No. 10 shall be used for single family residential purposes only. Only one single-family residential building may be constructed on any residential lot. No single-family residential lot shall be divided or resubdivided into smaller lots.

Section 2. All lots within Paradise Estates Filing No. 10 shall be subject to the following limitations and restrictions:

- (a) No improvements shall be constructed, erected or maintained on any lot, nor shall any addition thereto or change or alteration therein be made until the plans and specifications thereto, prepared by an architect or qualified designer, (including, but not limited to, the floor elevation; plot and grading plans; specifications of principal exterior materials, color schemes and the site location; character and method of utilization of all utilities; landscape plans, including retaining wall types and locations; automobile parking and driveway location and type; and outside lighting plan), have been submitted to the Design Committee, as provided for hereinafter.
- (b) Each improvement shall be constructed, erected and maintained in strict accordance with the approved plans and specifications.
- (c) In passing upon all such plans and specifications, the Design Committee shall take into consideration the materials the improvement is to be built from and the lot upon which it is to be erected, its harmony with the surroundings, and the effect of the improvement on other structures, as planned, and as viewed from adjacent or neighboring lots. The Design Committee shall use reasonable judgment in passing upon all such plans and specifications, but shall not be liable to any person for its actions in connection with submitted plans and specifications, unless it be shown that the Design Committee acted wantonly, willfully, or with malice.

Section 3. Standard construction and exterior architectural restrictions.

Except as otherwise approved by the Design Committee:

- (a) Construction. All construction shall be new.
- (b) Completion. The exterior of all buildings and improvements must be completed within one (1) year after the commencement of construction except where such completion is impossible or would result in great hardship due to strikes, fires, national emergency or natural calamities. If not so completed, or if construction shall cease for a period of ninety (90) days without written permission of the Design Committee, the unfinished structure or unfinished portion thereof shall be deemed to be a nuisance and shall be removed forthwith and at the cost of the Owner.
- (c) Style. All buildings will be required to be architecturally compatible with existing improvements located within the general area known as Paradise Estates as determined by the sole discretion of the Design Committee. Tract type housing will not be allowed.
- (d) Setbacks. Buildings shall be located on lots only as allowed by applicable ordinances of the City of Woodland Park; except, however, that for the purposes of this Declaration, roof eaves, steps and porches shall be deemed to be a part of any structure and the following minimum setbacks shall be applicable:  
All Lots front and rear yards - 25 feet from property line;  
side yards - 20 feet from the property line.
- (e) Size. A residential structure shall contain at least 2500 square feet of gross livable floor area of the main structure, exclusive of open porches, basements, and garages. The Design Committee shall grant reasonable requests for variances to size criteria when other factors which enhance the quality and compatibility of the structure justify such variances, all in accordance with Article IV Section 5.
- (f) Colors. Only colors compatible with the natural surroundings shall be allowed. Owner shall be required to submit color schemes as part of the submittal for approval.
- (g) Exteriors. All exteriors such as wood, concrete and metal on all structures must be stained, painted, or otherwise covered or protected with another material. This applies to vents, window wells, flashing, exposed foundations, etc.
- (h) Roof material and color shall be consistent with the architecture, color and exterior wall material of the structure or improvement. All roof areas shall be of tile, wood shakes, wood shingles, architectural metal, copper, etc. Roof types must be submitted for approval prior to installation. The roof design shall incorporate at least 5 separate planes of roof surface.
- (i) Roof-mounted solar collectors, skylights and other unusual energy conservation features shall be custom designed and subject to approval by the Design Committee prior to installation.
- (j) Garages. One two-car attached garage shall be required for each residence. If the topographical features of each lot prohibit a garage built adjacent to the main level, the design committee will consider a drive under garage, under Article V, Section 5, variances.
- (k) Each accessory building and all ornamental post lights constructed on a lot must conform with the style and construction materials with the primary structure located on said lot.
- (l) Driveways. All driveways shall be improved with a concrete or asphalt surface.
- (m) Fences. The use of fences is not permitted. The protection of the wildlife including elk and deer herds is to be encouraged. Upon showing a demonstrated need, the Design Committee may approve smaller pet and other containment fencing in the rear of the improvements or other locations that will not effect the harmony of the neighborhood or the wildlife.

## Section 4. Living Environment Standards:

Except as otherwise approved by the Design Committee:

- (a) Each owner shall maintain the exterior of the structure or dwelling, any accessory building, and all other improvements, lawns and landscaping, walks and driveways, in good condition and shall cause them to be repaired as the effects of damage, deterioration or erosion become apparent. Exterior building surfaces and trim shall be repainted periodically and prior to the time the surfacing becomes weathered or worn. Periodic exterior maintenance also includes the responsibility of the Owner to repair and maintain gutters, downspouts, roofs, paving, lawns, shrubs, trees, other landscape material, fences, signing, mailboxes, outdoor lighting, and any other structure or improvement located on the Owner's lot, together with the responsibility of the Owner to control erosion.
- (b) Any dwelling or structure which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris must be removed and the lot restored to a slightly condition, such rebuilding or restoration to be completed with reasonable promptness and in any event within six (6) months from and after the date of destruction;
- (c) Each Owner shall prevent the development of any unclean, unsightly or unkempt conditions of buildings, improvements or grounds on such lot which tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.
- (d) All maintenance equipment shall be stored in an enclosed structure or otherwise adequately screened so as to have minimum visibility from neighboring property or adjacent streets.
- (e) All outdoor clothes poles, clotheslines and other facilities for drying or airing of clothing or household goods, and all outside aerials, antennas, patio covers, or similar structures shall be located so as to have minimum visibility from neighboring properties or adjoining streets.
- (f) No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material, or other refuse or receptacles or containers thereof, shall be stored, accumulated or deposited so as to be visible from neighboring properties or adjoining streets, except during refuse collections.
- (g) No noxious, hazardous or offensive activities shall be carried on upon any lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No annoying lights, sounds, or odors shall emanate from any living unit.
- (h) No exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any structure.
- (i) No existing trees, shrubs, or rocks shall be removed from any lot, unless required during the course of construction and approved by the Design Committee. No excavation or fill shall be permitted without the approval of the Design Committee. The natural ground cover shall be maintained and replaced if disturbed. Landscaping plans must be submitted for approval or the Design Committee prior to commencement of any landscaping activity.
- (j) In order to effect insect, weed and fire control, and to prevent and remove nuisances, Owners shall mow, cut, prune, clear and remove from their premises any unsightly brush, weeds, or other growth and shall remove any trash which collect or accumulate on their lot.
- (k) Drainage and grading shall be maintained at all times so as to conduct irrigation and surface waters away from improvements and to protect the adjacent lots.
- (l) No motor vehicles shall be parked or maintained on any street, road, or common access area. The site improvements on each lot shall include adequate driveway or other similar off street space for temporary parking of no less than two (2) private passenger motor vehicles.
- (m) No boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, motor home, motorcycle, any towed trailer unit, truck, or any other vehicle or portion thereof, shall be parked within any lot except in a completely enclosed structure, or fully screened so as not to be visible from any neighboring properties or adjoining streets.
- (n) No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of the activity from neighboring properties or adjoining streets.
- (o) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six (6) square feet advertising the property for sale or rent, or such signs as may be used by a builder, developer, or subdivider to advertise the property during construction, development, and the sales period.
- (p) Exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity so as not to disturb or annoy the residents of neighboring properties.
- (q) Garage doors are to be kept closed at all times except for ingress and egress of motor vehicles and equipment.
- (r) No person shall be allowed to keep, breed or raise cattle, horses, sheep, goats, swine, or any other domestic farm or barnyard animals on any lot or erect thereon any improvement designed to house the same. This restriction shall not be construed to prohibit any person from keeping dogs, cats, or domestic animals as household pets within the confines of their Lot, except when leashed, provided that they are not kept, bred or raised for any commercial purpose.

Connie Joiner, Clerk &amp; Recorder, Teller County, Colorado

## ARTICLE IV Design Committee:

Section 1. There shall be a Design Committee consisting of three (3) members appointed by the Declarant. The Declarant shall have the right to appoint one or more alternates to be members of the Design Committee, which alternates shall have the power as voting members of the Design Committee in the event that the members for whom they are alternates are unavailable to act as members of the Design Committee. The members of the Design Committee, and their alternates, shall serve until death, resignation or their removal from the Design Committee by Declarant.

Section 2. A majority of the Design Committee members in office at the time shall constitute a quorum for the transaction of business, and all action taken by the Design Committee at any meeting at which a quorum is present shall be by a simple majority of those present. Upon the death, resignation or removal of a member of the Design Committee, the remaining member or members of the Committee shall designate a temporary replacement for such member to serve until such time as Declarant replaces such temporary successor member with a permanent successor member.

Section 3. It shall be the duty of the Design Committee to consider and act upon proposals or plans submitted to it for approval pursuant to the terms of this Declaration. The Design Committee's approval or disapproval shall be given in writing within a reasonable period of time after complete submission of plans and specifications. Any person desiring to erect or construct an improvement, or alter any existing improvement or in any way change the appearance of any lot or structure on a lot shall be required to complete an application form available from the Design Committee and, after completion, submit the same to the Design Committee with plans, specifications and plot plans as required by these Covenants. In granting or withholding approval, the Design Committee shall consider, among other things, the adequacy of the materials for their intended use, the harmonization of the external appearance with the surroundings, the proper relation of the structure to the environment and to surrounding uses, the degree, if any, to which the proposed structure will cause intrusions of sound, light, or other effects on neighboring sites, and such other factors as may be deemed relevant by the Design Committee for the purposes of satisfying the conditions contained within this Declaration.

Section 4. Neither the Design Committee nor any member therein shall be liable to any Owner or to any other person for any damage, loss or prejudice suffered or claimed on account:

- (a) the approval or non-approval of any plans, drawings and specifications, whether or not defective;
- (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications;
- (c) the development or manner of development of any land within Paradise Estates;
- (d) liability of the Design Committee or the Declarant shall be limited to actions taken willfully, wantonly, or with malice.

Section 5. The Design Committee shall have the authority to grant variances from the terms and conditions contained within this Declaration in the event the Design Committee finds that substantially all of the following conditions exist:

- (a) Any such variance will not be contrary to the interests of the Owners and residents of Paradise Estates;
- (b) Owing to exceptional and extraordinary circumstances, literal enforcement of the Declaration will result in unnecessary hardship;
- (c) The variance will not substantially or permanently injure the use of other property within Paradise Estates;
- (d) The variance will not alter the essential character of Paradise Estates;
- (e) The variance will not weaken the general purposes of this Declaration;
- (f) The variance will be in harmony with the spirit and purposes of this Declaration; and
- (g) The circumstances leading the applicant to seek a variance are unique to the lot or its Owner and are not applicable generally to lots in Paradise Estates or their Owners.

## ARTICLE V Enforcement:

Section 1. Each Owner grants to Declarant, and there is excepted and reserved to Declarant, a lien upon the lot of the Owner to secure the faithful performance by the Owner of each of the terms and conditions contained herein. If any Owner shall fail to comply with this Declaration within thirty (30) days after Declarant shall have deposited in the United States Postal System a notice to the Owner of the failure to comply, Declarant shall have the right to: Cause the necessary work to be done and to record a lien upon the land of the non-complying Owner for the reasonable cost of such work. If within sixty (60) days, the non complying Owner does not pay to Declarant the sum secured by any such lien, then Declarant (1) may, but shall not be required, to foreclose the lien in compliance with the mortgage foreclosure laws of the State of Colorado for the aggregate of the reasonable cost of such work and all costs incurred by Declarant in foreclosing the lien, including a reasonable attorneys' fee and costs. (2) Proceed with a civil suit in the appropriate court of law to enforce the provisions contained herein. In the event the Declarant is successful in its suit, the Owner shall be liable for all costs incurred by the Declarant including a reasonable attorneys' fee. Interest on all sums advanced in the event of an enforcement shall be computed at the rate of 18% per annum and the lien granted shall hereby include interest.

**Connie Joiner, Clerk & Recorder, Teller County, Colorado**  
**ARTICLE VI Miscellaneous Provisions:**

**Section 1.** In addition to the rights given to the Declarant to modify or supplement this Declaration with respect to land added to Paradise Estates, this Declaration may be amended or repealed upon the Declarant's recordation of a certificate setting forth in full the amendment or amendments to this Declaration or upon the recordation of a certificate setting forth in full, the amendments or repealed portions and containing the notarized signatures of not less than 75 per cent of the then record owners of all lots in all filings of Paradise Estates Filing No. 10 that are subject to these Covenants, showing approval thereof. If any lot is owned of record by more than one person, then the notarized signatures of all record owners of such lot must appear on such certificate. Such amendments, or repeal provisions, may apply to all, or merely a portion, of the lots subject to such restrictions, covenants and conditions as described in Article II, Sections 1 and 2 herein.

**Section 2.** All of the limitations, restrictions, covenants and conditions contained in this Declaration and any amendments thereto are to run with the land and shall inure to and be binding upon each lot and upon each person or entity hereafter acquiring ownership or any right, title and interest in any lot or unit subject to this Declaration.

**Section 3.** Except as this Declaration may be amended or terminated in the manner set forth herein, the provisions hereof may not be waived, modified or terminated and a failure to enforce same shall not constitute a waiver or impair the effectiveness of enforceability of this Declaration. Each person bound by this Declaration is deemed to recognize and agree that it is not in the interest of this Declaration to require constant, harsh or literal enforcement of same as a requisite of its continuing vitality and that leniency or neglect in its enforcement shall not in any way invalidate this Declaration or any part thereof, nor operate as an impediment to its subsequent enforcement, and each person agrees not to plead as a defense in any civil action to enforce this Declaration that same has been waived or impaired or otherwise invalidated by a previous failure or neglect to enforce the terms and conditions hereof.

**Section 4.** These covenants are for the benefit of the Owners, jointly and severally, and of the Declarant and may be enforced by action for damages, suit for injunction, mandatory and prohibitive, and by any other appropriate legal remedy instituted by one or more Owners or the Declarant or any combination thereof. In the event that the Declarant is successful in its suit, any Owner found to have breached these covenants shall be liable for all costs incurred by the Declarant including costs to correct any breach, reasonable attorney's fee and costs.

**Section 5.** Unless sooner terminated as provided herein, the terms and conditions hereof shall remain in full force and effect for 20 years, and shall be automatically renewed for successive periods of ten (10) years each unless at least 60 days prior to the end of the initial term or any extension thereof, there is filed for record with the County Clerk and Recorder of Teller County an instrument stating that extension is not desired, signed and acknowledged by the Owners of at least 60 per cent of the lots (one vote per lot) then subject to the terms of this Declaration.

**Section 6.** If any of the terms or conditions contained herein shall be held invalid or become unenforceable, the other terms and conditions hereof shall in no way be affected or impaired but shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this the 28th day of March 2001.

PARADISE ESTATES, INC.

By: 

William F. Brown, Jr., President

State of Colorado

ss.

County of Teller

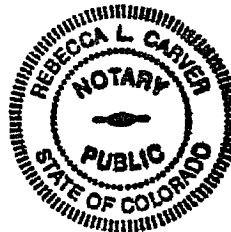


The foregoing instrument was acknowledged before me this 28th day of March, 2001, by William F. Brown, Jr., President of Paradise Estates Inc., a Colorado Corporation.

Witness my hand and official seal.

My Commission Expires:

  
 Notary Public



My Commission Expires 9-18-02