

**COPY**  
**AMENDED DECLARATION OF PROTECTIVE COVENANTS**  
**AND BUILDING RESTRICTIONS**  
**PARADISE ACRES - HUERFANO COUNTY, COLORADO**

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**AMENDED**  
**DECLARATION OF PROTECTIVE COVENANTS**  
**AND**  
**BUILDING RESTRICTIONS**  
**PARADISE ACRES**  
**HUERFANO COUNTY, COLORADO**

*Jan. 19, 1994*

This amended declaration of Protective Covenants and Building Restrictions is made this 19 day of January, 1994, by Paradise Acres Development Corporation, owner of more than seventy percent of the Subdivision known as Paradise Acres, having its principal place of business in Huerfano County, Colorado and said Owner, its successors and assigns is hereinafter referred to as "DEVELOPER".

**WITNESSETH:**

WHEREAS, the DEVELOPER is the owner of more than seventy percent of all of that land shown and designated on the plat entitled "PARADISE ACRES, HUERFANO COUNTY, COLORADO" (hereinafter referred to as the "SUBDIVISION"), situate in Sections 3 and 4, Township 28 South, Range 70 West of the Sixth Principal Meridian, Huerfano County, Colorado; which in conjunction with this Amended Declaration of Homeowners' Association Covenants, will be filed in the office of the County Clerk of Huerfano County, Colorado; and

WHEREAS, it is the intent and desire of the DEVELOPER to create and establish certain Protective Covenants and Building Restrictions to help maintain the authenticity and natural beauty of the Subdivision for the mutual benefit and enjoyment of purchasers and residents of lots within the Subdivision.

NOW, THEREFORE, BE IT RESOLVED, that the DEVELOPER does hereby declare the creation and existence of these Amended Protective Covenants and Building Restrictions for the Subdivision, that the DEVELOPER does hereby declare the existence of a Declaration of Homeowners' Association Covenants covered in a separate document, and that the real property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, limitations, conditions and agreements hereinafter set forth.

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NO. 23M-128

1. Definitions:

- A. "DEVELOPER" shall mean and refer to the Owner, its successors and assigns of that land as described above, which is covered by these Amended Protective Covenants and Building Restrictions.
  - B. "SUBDIVISION" shall mean and refer to that land shown on the plat herein described.
  - C. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
  - D. "LOT" shall mean and refer to any parcel of land shown and designated on the plat of the Subdivision as herein described.
  - E. "ARCHITECTURAL CONTROL COMMITTEE" shall mean and refer to a group composed of three (3) persons, the Developer and two (2) appointed persons, and shall approve in writing any plans, specifications, and modifications to any structures, improvements, and the like.
  - F. "ASSOCIATION" shall mean and refer to the Paradise Acres Homeowners' Association, as defined by the Declaration of Homeowners' Association Covenants, as so established.
2. The reservations, easements and conditions contained herein shall be deemed covenants and restrictions running with the land and shall be binding on all parties and all persons claiming under them until January 17, 2004, unless on or before such time the Owners of not less than two-thirds (2/3) of the lots in the Subdivision shall vote to extend, amend or repeal said covenants and restrictions in whole or in part.
3. All buildings erected, placed or allowed to remain on any lot shall be situated only within that portion of said lot not restricted from use by easement or right-of-way, and shall not be nearer than 10 feet from any roadway right-of-way line, not nearer than 10 feet from any side lot line and not nearer than 25 feet from any rear lot line. Notwithstanding the foregoing, from and after such time as two or more contiguous lots fronting on the same street are used as a single building site,

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- such contiguous lots shall be deemed to be a single lot for the purpose of determining the "side lot lines". Utility easements and rights-of-way are hereby reserved unto Paradise Acres Development Corporation, and all Public Utility Companies for construction, installation and maintenance of any and all utilities, such as underground power, gas lines, drains, sewers, roads, water supply lines, underground telephone and telegraph or the like, necessary or desirable for public health and welfare. Such easements and rights-of-way are designated on the plat. All drainage easements shall be kept free and clear of permanent structures, except as authorized by the Architectural Control Committee.
4. Right of access is hereby reserved to the DEVELOPER for general improvements of any person's premises or premises of the DEVELOPER, but such right of access to any particular premises shall terminate upon commencement of construction of the premises by the Owner.
  5. Use and occupancy of premises or buildings shall be subject to zoning, building, health, sewage disposal, and sanitation regulations of the State of Colorado and all government agencies having jurisdiction.
  6. No manufacturing, commercial or business operation shall be conducted on any lot except for Block 2, Lot 7; no gas drilling, mining, gravel or quarry operation of any kind shall be permitted on any lot; and no billboards, unsightly objects or nuisances shall be erected, placed, or permitted to remain on any lot.
  7. No structure (including fences, mobile homes, etc.) shall be erected, altered, placed or permitted to remain nor shall construction commence on any lot until the design and location of such structure and the kind of materials to be used in such structure shall have been approved in writing by the Architectural Control Committee.
  8. No structure with an unfinished exterior shall be permitted to remain on any lot for a period exceeding six months from the date of commencement of construction.
  9. No dwelling or structure shall be built on stilts or built with an open area under a structure.
  10. All dwelling units shall have a floor of not less than 800 square feet. Modular homes are permitted, but mobile homes

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are not permitted except vacation type trailers belonging to bona fide non-paying guests and which may not remain on the homesite for longer than four weeks for any one visit. Campers or camping units designed specifically for recreational and vacation purposes may be stored on a lot out sight from the street.

11. There shall be no clearance of natural vegetation except as is necessary for the homesite so as to preserve the natural beauty of the area.
12. No mobile home, temporary building, or other building shall be permitted to remain on a lot for an accumulated duration of longer than 90 days during the construction stage.
13. All dead wood on each lot shall be cut into 18" lengths for firewood.
14. No animals, birds, or poultry shall be kept or maintained on any lot except recognized household pets which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose, and any animals so kept or maintained shall be confined to Owner's premise unless restrained by leash. This provision may be waived for the purposes of maintaining horses, and related equestrian uses, providing the Architectural Control Committee and Association, by the voting and regulatory power vested in them, grant such waiver on any individual basis.
15. No lot shall be used in whole or in part for the storage of any property or object that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any activity be carried on, or substance kept, upon any lot that will emit foul or obnoxious odors, or that will cause unreasonable noise or which may be or become a nuisance to the neighborhood.
16. No sign or advertisement of any kind, other than name plates or professional signs not to exceed five square feet in area, shall be erected or maintained on the premises without the written approval of the Architectural Control Committee.
17. Every house constructed in the Subdivision shall have a trash compactor installed as an appliance. Rubbish and garbage must be kept in containers constructed of heavy plastic or metal and removed from lots in accordance with sanitation regulations.

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No rubbish or garbage may be burned or dumped on lots or on any part of Paradise Acres, except in such places as may be specifically designated and approved for such purposes by the County authorities. No open fires shall be permitted.

18. The DEVELOPER reserves the right to change, extend, or close any streets or roads or to designate any area for uses other than single family residential and to cut new streets or roads or file a replat of any of the plats herein above described, provided such change or replat shall not interfere with ingress and egress to the property of any lot not owned by the DEVELOPER, provided that the DEVELOPER is the original owner of not less than 5 contiguous and unsold parcels. Except as provided above, no lot may be divided, replatted or subdivided in any manner whatsoever, except to remedy errors or omission, if any, created in the process of preparing the original plat, providing such corrections do not substantially affect the intent of said plat.
19. DEVELOPER will guarantee 50 gallons of water per minute to the Association at the well-head.
20. The DEVELOPER will provide water and distribute water in accordance with the Declaration of Homeowners' Association Covenants. Each lot owner shall connect to this service and pay monthly water bills, assessments or dues, if any, necessary for the continuing operation, repair and maintenance of said system.
21. Each lot owner shall maintain at the lot owner's expense, the water piping to the point of connection with Paradise Acres. Each lot owner shall install a pressure reducing valve if necessary and each lot owner shall install an outside water hydrant for fire protection only.
22. No water shall be used for lawns, gardens or irrigation.
23. Each lot owner shall be solely responsible for the installation, maintenance and approval of the on-site sewage disposal system intended for use on his premises.
24. Each lot owner shall be a member of the Homeowners' Association and pay necessary assessments or dues, if any, necessary for further development, continued operation, repair, and maintenance of linear parks and reserved park acreage tracts.

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25. In the event of death or resignation of an Architectural Control Committee member, the remaining members shall have full authority to designate a successor. Neither the members of the COMMITTEE, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The COMMITTEE'S approval or disapproval as required in these covenants shall be in writing. In the event the COMMITTEE or its representative fails to act within 45 days of written request and submission of necessary plans and specifications, and if no suit to enjoin construction has been commenced, then covenants shall be deemed fully complied with.
26. Enforcement of the covenants herein 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.
27. Invalidation of any one of the covenants contained herein by judgment, court order or for any other reason shall in no way affect any of the other covenants, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, said Owners have hereunto caused this instrument to be signed and sealed on the 19 day of January, 1994.

PARADISE ACRES DEVELOPMENT CORPORATION

By: William C. Houchin  
William C. Houchin, President

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF HUERFANO)

The foregoing instrument was acknowledged before me this  
19 day of January, 1994, by William C. Houchin, as President