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Page: 1 of 1  
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# Paradise Acres Homeowners Association

## Administrative Resolution Number 004

### Title: Declaration as Null and Void of Aug. 16, 2004 Recording of Covenants

WHEREAS under the authority of the DECLARATION OF HOMEOWNERS ASSOCIATION COVENANTS FOR OPERATION AND MAINTENANCE OF COMMON PROPERTIES AND FACILITIES OF PARADISE ACRES section 3 "Powers, Duties, and Functions", paragraph A-L, dated June 16, 1998.

LET IT BE RESOLVED THAT President and Secretary shall sign and record a resolution with the Huerfano County Recorder's Office declaring that the amendment to the 1998 Covenants dated August 16, 2004 and recorded August 16, 2004 as document #364498 in the records of the Huerfano County Recorder is ineffective, null and void.

Recorded in the Book of Minutes: April 16, 2005

Signed: Cara Lee, 2005  
Secretary-PAHA Board of Directors

John W. Ramsey Jr., 2005  
President-PAHA Board of Directors

SAN ISABEL ELECTRIC ASSOCIATION, INC.

EASEMENT I

w.o.# 110587

KNOW ALL MEN BY THESE PRESENTS, that the undersigned (referred to in the plural whether one or more) for a good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant unto SAN ISABEL ELECTRIC ASSOCIATION, INC., a cooperative corporation of the State of Colorado, (hereinafter called the "Cooperative") whose mailing address is 893 East Enterprise Drive, Pueblo West, CO 81007, and to its successors and assigns, a perpetual right-of-way easement, for the power line designed as of 12/2/2011 or as constructed from that design and more particularly described as ten (10) feet either side of the centerline of the power line as built within:  
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County of Huerfano, State of Colorado

Book \_\_\_\_\_, Page \_\_\_\_\_, Section 04, Township 28 S, Range 70 W

for Paradise Acres Homeowners Association, c/o Phil Warlick for the purposes of constructing, re-constructing, altering, extending, operating, inspecting, repairing, maintaining, retiring, and extending from time to time over and across the above-described lands, either above or below the ground level, or both, an electric line or system for transmission, distribution, and/or for communication signals, and/or any other joint use, all as the Cooperative shall find necessary and deem advisable; and to cut and trim and to control by machinery or otherwise, the trees and shrubbery to the extent necessary to eliminate any interference with or threat to the said line or system and to permit access at all times to the line for all of the purposes above enumerated, together with the right of ingress to, and egress from, said above-described tract of land from adjoining lands owned by the grantor, same to be held and enjoyed by the grantee, its successors and assigns.

Upon the original construction of the line, the land to which this easement applies shall thereupon become certain as defined by the actual line together with 10 feet either side of the centerline, as constructed, at all points to permit access for all of the purposes above enumerated; provided, however, that if the original construction does not completely cross the above-described land, this easement shall also apply to the extension of the line completely across said property. The undersigned agrees to not place, within TEN (10) feet either side of the centerline of said underground or overhead electric line or system, buildings, structures, piles of earth, rubbish, debris, trees, shrubbery, or other substances or materials.

The undersigned grants to Cooperative the right of access for ingress and egress over the lands above-described and the right to use the roads or trails, whether public, private, or dedicated, to install, maintain and use gates and fences presently installed or as may be installed from time to time. And further agrees that all facilities installed by or for the Cooperative shall remain the property of the Cooperative, removable at the option of the Association;

The undersigned agrees that the failure to enforce all or any portion of this easement by the Cooperative shall not be deemed acquiescence or waiver by the Cooperative of any of its hereby expressed rights.

The undersigned agrees that all poles, wires and other facilities, including any main service entrance equipment, installed on the above-described lands at the Cooperative's expense shall remain the property of the Cooperative.

The undersigned warrants that (s)he is (they are) the owner(s) in fee of the above-described lands and will defend the title thereto against all claims, and that said lands are free and clear of encumbrances and liens of whatsoever character, except the following:

IN WITNESS WHEREOF, the undersigned has set his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Paradise Acres Homeowners Association

K.S.H. PRESIDENT  
(Signature)

[Signature]  
(Signature)

KENNETH S. HAY, PRESIDENT  
(Print Name)

Phil Warlick, Treasurer  
(Print Name)

NOTARY USE ONLY

STATE OF Colorado

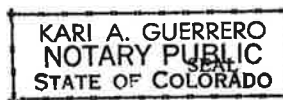
COUNTY OF Huerfano

The foregoing instrument was acknowledged before this 23<sup>rd</sup> day of March, 2012

NOTARY PUBLIC: [Signature]

My Commission Expires My Commission Expires on February 21, 2014

My address is 122 W 6<sup>th</sup> St. Walsenburg CO 80199



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 1, 1992, 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, 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, oil 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 area of not less than 800 square feet. Modular homes are permitted, but mobile

homes 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 of 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 premises 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. 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 purpose 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.

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 contained 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 24 day of August, 1983.

PARADISE ACRES DEVELOPMENT CORPORATION

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

ATTEST:

Sue Hancock  
 Secretary

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF HUERFANO)

The foregoing instrument was acknowledged before me this 24 day of August, 1983, by William C. Houchin, as President

of Paradise Acres Development Corporation.

My commission expires: 6-15-86

Sara C. Murphy

NOTARY PUBLIC

Box 66, La Veta, CO 81055

Address