

PROTECTIVE COVENANTS  
OF  
PARADISE HILLS UNIT 4

Conditions, Covenants, Restrictions, Reservations and  
Easements affecting property of PARADISE HILLS, INC.

This Declaration, made this 15th day of May, 1970, by  
PARADISE HILLS, INC., hereinafter called the Grantor or  
Corporation.

WITNESSETH

WHEREAS, Grantor is the owner of the real property described  
in Article I of this declaration, and is desirous of subjecting the real  
property described in Article I to the conditions, covenants, restrictions,  
reservations and easements hereinafter set forth, each and all of which  
is and are for the benefit of said property and for each owner thereof,  
and shall inure to the benefit of and pass with said property, and each  
and every parcel thereof, and shall apply to and bind the successors in  
interest, and any owner thereof;

NOW, THEREFORE, PARADISE HILLS, INC. hereby declares that the  
real property described in and referred to in Article I hereof is, and  
shall be, held, transferred, sold, conveyed and occupied subject to the  
conditions, covenants, restrictions, reservations and easements herein-  
after set forth.

ARTICLE I - DEFINITION OF TERMS

"Building site", as well as "site", shall mean any lot, or  
two or more contiguous lots or portions thereof, or a parcel of land  
upon which a single-family dwelling may be erected in conformance with  
the requirements of these covenants

"Single-family dwelling" shall mean a building and appurtenant  
structure as defined in Article II, Section 1 hereof, erected and  
maintained in conformance with the requirements of these covenants for  
private residential purposes and designed for occupancy by a single  
family. It shall not mean any flat, apartment, multi-family dwelling  
or duplex, even though these be intended for residential purposes.

"Outbuilding" shall mean an enclosed, covered structure not  
directly attached to a single-family dwelling to which it is appurtenant.

"Grantor" or "Corporation" shall mean PARADISE HILLS, INC.,  
its successors and assigns.

"Improvements" shall mean and include a single-family dwelling  
as herein defined, outbuildings, fences, masonry walls, hedges, mass  
plantings, exterior antenna and other usual appurtenances now common  
to dwelling usage or common thereto during the existence of these  
covenants.

"Front and side street building set-back line or lines" shall  
mean the minimum distance which a single-family dwelling shall be set  
back from the front and/or side street lines respectively, and reference  
is hereby made to the recorded plat of PARADISE HILLS, UNIT FOUR, and  
the Jefferson County Zoning Resolutions for the location of such set-  
back lines.

side building site line" shall mean the boundary or property line dividing two adjoining building sites.

"Rear line" shall mean a boundary or property line dividing adjoining building sites, which is not a street line and does not extend to any street line.

#### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, conveyed, transferred, occupied and sold subject to the conditions, covenants, restrictions, reservations and easements with respect to the various portions set forth in the various Articles and Sections of this declaration is located in PARADISE HILLS UNIT FOUR, in the County of Jefferson, State of Colorado, and is more particularly described as follows, to-wit:

All of the lots in PARADISE HILLS UNIT FOUR, according to the recorded plat thereof on file in the Office of the County Clerk and Recorder of said County.

The Grantor may, from time to time, subject additional real property to the conditions, restrictions, covenants and reservations herein set forth by appropriate reference hereto.

No property other than that described above shall be deemed subject to this declaration.

#### ARTICLE II - GENERAL PURPOSES OF CONDITIONS

The real property described in Article I hereof is subjected to the conditions, covenants, restrictions, reservations and easements declared herein to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve insofar as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed structures, and structures built of improper or unsuitable materials, to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, appropriately located on said building sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; and in general to provide for a high type and quality of improvement in said property.

1. No structure shall be erected, altered, placed or permitted to remain on any building site subject to this declaration other than one new single-family dwelling, for private use, a private garage, guest house, servants' quarters and other outbuildings incidental to residential use of the premises.

2. Single-family dwellings shall be located on corner building sites so as to present an attractive front appearance on both streets or may be placed diagonally on such building sites.

3. In lieu of restrictions heretofore commonly used governing minimum cost, materials used in construction or height, all of which have proven inadequate in protecting existing or future property owners because of the fluctuating value of the dollar and changing designs, customs and trends in home building and the nature of the terrain,

these covenants shall and do hereby provide that no single-family dwelling or other improvements as herein defined shall be erected, placed, or altered on any premises in said development until the building or other improvement plans, specifications and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony of external design, including the height of such improvements, with existing structures in the development, and as to location of the improvements on the building site, and with respect to topography, grade and finished ground elevation, by Grantor; the above described plans prior to submission to the Grantor, shall be approved by a licensed architect and a copy thereof, as finally approved, shall be lodged permanently with the Grantor; provided, however, that the Grantor its successors or assigns, shall not be liable in damages to anyone so submitting plans for approval, or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of itself, its agent or employees, arising out of or in connection with the approval or disapproval or failure to approve any such plans. In the event Grantor fails to approve or disapprove such design, height and location within thirty days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of the terms and conditions of this instrument or without the written approval required in this instrument, and no suit to enjoin the erection, establishment or alteration of such improvements has been commenced prior to the completion thereof, then this covenant will be deemed to have been fully complied with. All subsequent additions to, or changes or alterations in any building or other improvements, including exterior color scheme, shall be subject to the prior approval of the Grantor as provided in this Section.

4. All single-family dwellings shall have a minimum fully enclosed, habitable floor area devoted to living purposes, exclusive of porches, terraces, and garage of 1600 square feet.

5. All single family dwellings erected on any building site shall be set back pursuant to the Jefferson County Zoning Regulations and Building Code applicable to the zoning regulation for MR-1 (mountain residential 1).

6. No garage shall have a door which faces a public street, except by reason of practical difficulty due to exceptional shape or topography of a particular building site, other than a pedestrian door with inside dimensions no greater than seven feet in height and three and one-half feet in width.

7. No basement, tent, trailer, shack, garage, barn or other outbuilding other than guest houses or servants' quarters erected on a building site covered by these covenants shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No dwelling or other improvements shall be occupied in any manner at any time prior to completion. The work of constructing the improvements shall be prosecuted diligently from the commencement thereof until completion.

In addition, it shall be the responsibility of the owner of any building site to enforce upon any contractor, builder or other party engaged in construction or alteration on the premises, the requirement that all refuse, containers, wrappers and other types of material from building supplies be removed from the premises promptly and that they not be permitted to blow from the property nor under any circumstances burned upon the property, and further that no vehicle, building materials, soil or other material are placed on or pass over any adjoining property.

8. No lot shall be re-subdivided into smaller lots nor conveyed or encumbered in any less than the full, original dimension as originally conveyed by Grantor. This restriction shall not prevent the conveyance or encumbrance of adjoining or contiguous lots or parts thereof in such a manner as to create parcels of land having a greater street frontage than the street frontage of either of the lots shown on the Plat of Paradise Hills, Unit Four, from which such parcels are created. Nothing herein contained shall prevent the dedication or conveyance of portions of lots for additional easements for public utilities, bridle paths, access roads or other beneficial or necessary easements.

9. No animals or poultry of any kind, other than house pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants. With the written approval of the Grantor, its successors or assigns, this covenant shall not apply to horses. The Grantor reserves the right to control the number of horses maintained on any lot; in addition, the proper facilities, including fences, corrals and stables shall conform in general with the residential structure on the lot. In all events, cleanliness and sanitation will be maintained at all times in connection with the keeping of horses on the property. Failure to comply with these regulations shall be grounds for the Grantor to revoke the permission to maintain horses on the lot.

10. No radio, short wave, or television antenna over three feet above the highest roof line of the individual residence shall be permitted unless approved by the Grantor.

11. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind, except so-called home occupations, as provided for in the applicable Jefferson County Zoning Resolution, shall be permitted on any building site or in any single-family dwelling or appurtenant structure erected thereon.

12. No activity which may be or become an annoyance or nuisance to the neighborhood, shall be carried on upon any building site or in any single-family dwelling or appurtenant structure erected thereon.

13. No signs (except decorative home identification), advertisements, bill boards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted; provided, however, with the consent in writing of the Grantor, a license may be granted for the erection and maintenance of not more than one appropriate, ornamental signboard for so-called home occupations on each building site, which signboard shall be not more than three square feet in size or one signboard not more than five square feet in size for the sole and exclusive purpose of advertising for sale or lease, the building site and improvements thereon. No signs advertising the

construction of the building by a particular builder shall be allowed on the premises at any time after the premises have been occupied for thirty (30) days. No signs advertising the premises for sale or lease shall be allowed on the premises more than five (5) days after such sale or lease.

14. Native trees shall not be cut down or destroyed on any of said lots, except upon approval of Grantor.

15. No elevated tanks of any kind shall be erected, placed or permitted upon a building site. Any tank for use in connection with any residence on the lots, including tanks for storage of gas, fuel oil, gasoline or oil, must be buried or kept screened by adequate planting to conceal them from neighboring lots and streets.

16. All clothes lines, equipment, service yards, woodpiles or storage piles shall be screened so as to conceal them from view of neighboring lots or streets. All rubbish and trash shall be promptly removed from the lots and shall not be burned thereon, except in an indoor, completely enclosed unit manufactured for this specific purpose, which unit shall be kept within the residence located on the lot. Each single-family dwelling shall install and use an approved garbage disposal unit connected to the plumbing. Such unit shall be in operating condition whenever the dwelling is occupied.

17. Paradise Hills, Inc. shall have the right to further subdivide into lots all the reserved areas, as shown on the recorded plat of any of the Units contained in Paradise Hills, without the consent or approval of any owner, mortgagee or other person, firm or corporation, owning or having any interest in any site or part of Paradise Hills, nor shall the owners of any lots in any Unit of Paradise Hills protest against any rezoning of said reserved areas.

18. Mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, nor shall tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

19. All lavatories and toilets shall be installed indoors and connected with outside septic tanks and leaching fields, approved by the Jefferson County Health Department, until such time as a public sewer system may be installed, at which time each owner shall, at his expense, connect his disposal system to the public sewer. Each owner shall pay his proportional share of the cost of such public sewer.

20. Easements for installation and maintenance of utilities and drainage facilities are reserved by the subdivider over the rear five feet of every building site and over a greater width where so shown on Plat of Paradise Hills Unit Four. Additionally, each purchaser must provide the Power Company, upon request, a five-foot-wide easement along each side site line, extending from rear line easement forward to the building set-back line.

21. All bridle trails as shown on the plat of Paradise Hills Units 1, 2, 3 and 4, are restricted for the use of hikers and horseback riders only and motor driven vehicles of any kind are not permitted on such bridle trails.



22. Whenever entry to a site crosses a road drainage, irrigation or other type of ditch, a culvert shall be installed of a size to be approved by the Grantor.

23. All lots are subject to and bound by Public Service Company tariffs, which are now and may in future be filed with the Public Utilities Commission of the State of Colorado relating to street lighting in this subdivision, together with rates, rules and regulations therein provided and subject to all future amendments and changes thereto. The owner or owners shall pay as billed a portion of the cost of public street lighting in the subdivision according to Public Service Company rates, rules and regulations, including future amendments and changes on file with the Public Utilities Commission of the State of Colorado.

24. Wherever the main electrical and telephone lines servicing a lot are underground, the service line to the improvements on the lot shall also be constructed underground.

25. Paradise Hills lots will be served with raw water from a water main of the City of Golden. Paradise Hills, Inc. will attempt to chlorinate this water for the benefit of the owners and occupants in Paradise Hills. However, individual treatment units are recommended in each residence. The Corporation will operate the chlorination for the benefit of the occupants only until such time as a water district can be organized. The Corporation assumes no liability for the treatment of the water and specifically charges the owners and occupants in Paradise Hills with the obligation to organize a water district or an incorporated association to administer the water system and treatment of the water.

### ARTICLE III

1. Each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantor and upon each and every Grantee of the Corporation and all parties and all persons claiming under them for a period of thirty years and automatically shall be continued thereafter for successive periods of ten years each, provided, however, that the property owners, as hereinafter defined, owning sixty percent of the front feet of the building sites herein subjected to this declaration, may release all of the land so restricted from any one or more of said restrictions or may change or modify any one or more of said restrictions at the end of this first thirty-year period or any successive ten-year period thereafter, by executing and acknowledging an agreement in writing for such purposes and filing the same for record in the Office of the County Clerk and Recorder of Jefferson County for at least one year prior to the expiration of this first thirty-year period or any successive ten-year period thereafter.

For the purpose and to determine who may be the property owners as that term is used herein, they shall be any person, persons, firm, corporation or other legal entity last named as Grantees in any deed to property subject to these covenants recorded in the Office of the County Clerk and Recorder of Jefferson County. A certificate by

an abstractor, title company or other legally recognized authority as to property ownership, doing business in Colorado, as to the record ownership of the property, and a certificate by a certified surveyor authorized to practice in Colorado as to the front footage owned by the record owners shall be deemed conclusive evidence of fee simple title ownership of property and front footage with regard to compliance with the provisions of this section, such certificates to be executed not more than one year preceding the filing of the agreement in the office of the County Clerk and Recorder of Jefferson County referred to in the first paragraph of this section.

2. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns; and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding on any corporation, person or persons, except with respect to breaches committed during its, his or their seisin of, or title to, said land, and Grantor or the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach, or to enforce the observances, of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Grantor, and the owner of any other lot or lots or building sites hereby restricted, to enforce any of the Restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter. Grantor may, by appropriate agreement, assign or convey to any person, persons or corporation, all of the rights and privileges hereby reserved by it, including its beneficial interest in said restrictions and its right to enforce the same, and upon such agreement, assignment or conveyance being made, its assigns or grantees may exercise, transfer or assign such rights or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

On or before January 1, 1971, or when seventy-five percent of all building sites covered by these protective covenants have been sold by Grantor, said Grantor may, at its sole option, form, or cause to be formed, under the laws of the State of Colorado, a non-profit home owners' corporation, providing for the issuance of memberships in lieu of stock and limiting memberships thereto to one membership for owners of each building site hereby restricted. When such corporation has been organized by filing and recording its Articles of Incorporation, Grantor may at its sole option at any time thereafter assign all of its authority to pass on plans and specifications of dwellings and other improvements to be constructed on any building site subject to these covenants, together with any or all of its other interest in said Protective Covenants, including its right to enforce, transfer or assign those rights or any one or more of them at any time and upon such assignment being made by Grantor to such new corporation, such new corporation may, at its sole option and at any time thereafter, exercise, transfer or assign such rights or any one or more of them.

3. Invalidation of any of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, PARADISE HILLS, INC. by authority of its Board of Directors has caused this instrument to be executed by its President, attested by its Secretary, and its corporate seal to be hereto affixed, this 15th day of May, 1970.



Secretary

PARADISE HILLS, INC.

BY Joe H. Dekker  
President

ACKNOWLEDGEMENT

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) ss

The foregoing instrument was acknowledged before me this 15th day of May, 1970, by Joe H. Dekker, as President, and Frederick J. Pattridge, as Secretary, of Paradise Hills, Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires:

6-21-72



Ethel E. Kuening  
Notary Public