

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS

PARADISE ESTATES FILING NO 6

Teller County, Colorado

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS made as of the 28th day of October, 1986 by PARADISE ESTATES, INC., a Colorado Corporation (Hereinafter referred to as "Declarant").

RECITALS:

1. Declarant is the owner in its entirety of certain real property situate, lying and being in the County of Teller, State of Colorado, said real property being described as Paradise Estates Filing No. 6, City of Woodland Park, hereinafter referred to as the subject real property;

2. Declarant desires to develop the subject real property described as a prestige urban home community consisting of single-family uses;

3. Declarant desires to insure the attractiveness of the subject real property, and in so doing, to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values of said real property and to provide for enforcement of this Declaration;

NOW, THEREFORE, 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 Restrictions, Covenants and Conditions, all of which are established and declared and agreed to be for the purpose of enhancing and protecting the value, desirability and attractiveness of said subject property, and which 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

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 which 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 which 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, poles, signs, and any structures of any type or kind.

(e) Lot shall mean any site 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 or unit.

(g) Paradise Estates 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 garage or similar outbuilding, used for residential purposes.

(i) Subject Real Property shall mean all land subject to this Declaration.

(j) Unit shall mean each portion of a multi-family zoned lot and each portion of a commercially zoned lot intended for one or more owners or users.

ARTICLE II

Land Subject to this Declaration

Section 1. The subject real property described as Paradise Estates Filing No. 6, 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 in its sole discretion, add to Paradise Estates all or any part of the land (not then constituting a part of Paradise Estates) 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 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, or such new land classifications not then provided for herein, and such limitation, restrictions, covenants and conditions with respect to use as Declarant may deem to be appropriate for the development of such land;

(2) A declaration of restrictions applicable exclusively to a specified area.

(d) No land, except the subject real property and except that specifically added as above provided, shall be deemed subject to this Declaration, whether or not shown on any subdivision map filed by Declarant or described or referred to in any document executed or recorded by Declarant. Nothing herein or in any amendment hereto shall be deemed to be a representation warranty or commitment that the Declarant will commit or subject to this Declaration any land it may now own or hereafter acquire other than that described as Paradise Estates, Filing No. 6, City of Woodland Park, Teller County, Colorado.

ARTICLE III

Land Use and Restrictive Covenants

Section 1. All lots within Paradise Estates Filing No. 6, the subject real property, shall be used for single family residential purposes only. Only one single family residential building may be constructed on a single family residential lot. No single family residential lot shall be divided or resubdivided into smaller lots.

Section 2. All lots within the subject real property, except as otherwise specifically provided, shall be subject to the following limitations and restrictions:

(a) No improvements shall be construed, erected or maintained on any lot, nor shall any addition thereto or change or alteration therein be made until the complete plans and specifications therefore, 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, automobile parking provisions, and outside lighting plan), have been submitted to the Design Committee, as provided for hereinafter. Plot and grading plans required to be submitted hereunder shall be prepared on a four (4) foot contour topographic.

(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 of which it is to be built to 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 with malice or wrongful intent.

Section 3. Standard construction and exterior architectural restrictions. Except as otherwise approved by the Design Committee,

(a) All construction shall be new. No building previously used at another location nor any building or structure originally constructed as a mobile home may be moved onto a lot.

(b) The exterior of all buildings, structures or other 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 by and at the cost to the owner.

(c) All buildings will be required to be architecturally compatible with existing improvements located within Paradise Estates, as determined in the sole discretion of the Design Committee. Tract type housing will not be allowed. The same style of residence shall not be repeated on adjacent, opposite or nearby lots. Any residence having the same or substantially the same external configuration as a complete residence shall not be located within a radius of 300 feet and shall not be permitted to be built.

(d) 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; (i) front and side yards -- 25 feet from property line; and (ii) rear yards -- 30 feet from property line.

(e) All structures will be located to prevent the unnecessary restriction of views and to not degrade solar exposure of adjacent structures.

(f) No residential structure shall be permitted on any lot in which the gross livable floor area of the main structure exclusive of open porches and garages shall be less than 1,400 square feet if a single-story dwelling or less than 1,600 square feet if a multi-level dwelling. In the case of a ranch style home with a walkout

basement, the main level shall be at least 1,000 square feet not including the garage. The size of the dwelling is established primarily to reflect the Declarant's intent regarding the quality of the development. Recognizing that size is not necessarily indicative of quality, 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.

(g) No structure shall exceed thirty-five (35) feet in height measured from the lowest ground elevation adjacent to the exterior of the improvement to the highest point of the structure.

(h) Only colors compatible with the natural surrounding (in earth tones) shall be used on exterior walls, sidings, doors, chimney facings, porches, garage doors, gutters, window frames, and metal surfaces.

(i) All exterior walls shall be of no more than three (3) primary materials including, but not necessarily limited to, wood, stone, stucco or accepted types of brick. Acceptable brick, as used herein, shall be interpreted to mean sand brick, clinker brick and bricks without a sheen appearance or brick of a color that blends with natural surroundings. If stucco is one of the primary materials a maximum of 75% coverage is allowed.

(j) All exposed concrete on all structures must be stuccoed, painted, or otherwise covered with another material.

(k) 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 wood shakes, wood shingles, or a substitute material approved by the committee; i.e. copper, tile. Conventional 240 lb. asphalt shingles are not permitted. Roof types must be submitted for approval. Roof pitches shall be a minimum of 3/12.

(l) Roof-mounted solar collectors, skylights and other unusual or energy conservation features shall be custom designed and subject to approval by the Design Committee prior to installation.

(m) Overhang of roof where required shall be at least twenty-four (24) inches.

(n) Chimney facing shall be stone or earth tone brick variants or wood or stucco varieties in such colors as are permitted herein.

(o) Chimneys shall be equipped with spark-arresting screen.

(p) Garage doors shall be of wood, wood composition or wood substitutes. Windows shall be allowed in garage doors only in the event that they are architecturally compatible with the surroundings.

(q) A two-car attached garage shall be required for each single-family residence. Detached may be approved.

(r) Each accessory building and all ornamental post lights constructed on a residential lot must conform in architectural style and construction materials with the primary structure located on said lot.

(s) Where culverts are required by the City of Woodland Park, any such culvert shall have concrete or other acceptable stabilizing wing walls or abutments so that the culvert is not exposed from the surface or on either end.

(t) All mailboxes shall be of wood, stone or brick design.

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 sightly condition, such rebuilding or restoration to be completed with reasonable promptness and in any event within five (5) 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 therefore, shall be stored, accumulated or deposited so as to be visible from neighboring properties or adjoining streets, except during refuse collections.

(g) The burning of trash in outside incinerators, barbeque pits, or open burning is prohibited.

(h) 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.

(i) 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 or improvement.

(j) Landscaping shall be compatible with existing natural surroundings as determined in the sole discretion of the Design Committee. Landscaping plans must be submitted for approval of the Design Committee prior to commencement of any landscaping activity. No existing trees or rocks shall be removed from the 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.

(k) All lots shall be kept free from plants or weeds infected with noxious insects or plant diseases and from weeds in the opinion of the Design Committee are likely to cause the spread of infection or weeds to neighboring property and free from brush or other growth or trash which in the opinion of the Design Committee causes undue danger of fire.

(l) In order to affect insect, weed and fire control, and to prevent and remove nuisances, Owner shall mow, cut, prune, clear and remove from their premises any unsightly brush, weeds, or other growth and shall remove any trash which may collect or accumulate on their lot.

(m) Grading shall be maintained at all times so as to conduct irrigation and surface waters away from buildings and improvements and so as to protect foundations and footings from excess moisture.

(n) 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 offstreet space for temporary parking of no less than two (2) private passenger motor vehicles. Vehicles shall be parked in the two car garage as provided herein.

(o) No boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motor home, motorcycle, any towed trailer unit, truck, any vehicle designed principally for hauling articles or material rather than for private conveyance of individuals, or any other vehicle, shall be parked on any street or 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. Private passenger vehicles may be temporarily parked in driveways or offstreet space.

(p) No stripped-down, partially wrecked, or junked motor vehicle or sizable portion thereof shall be permitted to be parked on any street or on any lot in such manner as to be visible from any neighboring properties or adjoining streets.

(q) 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.

(r) No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than four (4) square feet, advertising the property for sale or rent, or such signs of larger proportion as may be used by the Declarant or its assigns to advertise the property during construction, development, and the sales period, provided, however, that this restriction shall not be applicable to identification names and numbers if shown on the plans and specifications.

(s) 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.

(t) Garage doors are to be kept closed at all times except for ingress and egress of motor vehicles and equipment.

(u) 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.

ARTICLE IV

Design Committee

Section 1. There shall be a Design Committee consisting of three (3) members appointed by Declarant. Declarant shall have the right to appoint one or more alternates for the 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 which a quorum is present shall be by a simple majority of those present. No formal meetings shall be required of the Design Committee, and any action may be taken by the Design Committee without a meeting.

by written consent signed by a majority of the Design Committee Members. Upon the death, resignation or removal of a member of the Design Committee, the remaining member or members of the Committee shall designate a 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, to adopt as provided for in Section 4, Design Committee Rules and Regulations, and to perform such other duties from time to time delegated to it by Declarant. 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 purpose of satisfying the conditions contained within this Declaration.

Section 4. The Design Committee may from time to time and in its sole discretion adopt, amend and repeal by majority vote rules and regulations to be known as the Design Committee Rules and Regulations, which, among other things, interpret or implement the provisions of this Declaration pertaining to the design of improvements which must be approved by the Design Committee. A copy of such Rules and Regulations as they may from time to time be adopted, amended or repealed, certified by any member of the Committee shall

be available at all times at the office of the Declarant or the Design Committee for the inspection of any Owner, architect or agent of the Owner or architect, and shall be binding upon each and every Owner and all real property subject to this Declaration, the same as if fully set forth herein.

Section 5. Neither the Design Committee nor any member thereof shall be liable to any Owner or to any other person for any damage, loss or prejudice suffered or claimed on account of (a) the 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; or (c) the development or manner of development of any land within Paradise Estates.

Section 6. 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 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

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, the Declarant shall have the right to:

(a) Cause the necessary work to be done and to have a lien upon the land of the non-complying Owner for the reasonable cost of such work, and if within sixty (60) days, the non-complying Owner does not pay to Declarant the sum secured by any such lien, then Declarant may 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 attorney's fee.

(b) 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.

ARTICLE IV

Miscellaneous Provisions

Section 1. In addition to the rights reserved to the Declarant to modify or supplement this Declaration with respect to land added to Paradise Estates, this Declaration may be amended or portions 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% of the then record owners of all lots in all filings of Paradise Estates 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 lots must appear on such certificate. Such amendments, or repealed portions, 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 or 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, the Owner shall be liable for all costs incurred by the Declarant including a reasonable attorneys fee.

Section 5. Unless sooner terminated as provided herein, the terms and conditions hereof shall remain in full force and effect until December 31, 1998, and shall be automatically renewed for successive periods of ten (10) years each unless, 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% 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 the day and year first above written.

PARADISE ESTATES, INC.

BY: *William F. Brown, Jr.*
William F. Brown, Jr.
President



Amy E. Brown
Amy E. Brown, Secretary

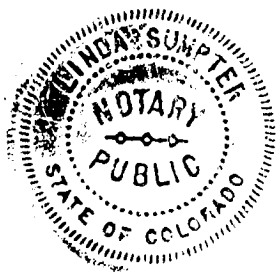
STATE OF COLORADO
COUNTY OF TELLER

The foregoing instrument was acknowledged before me this 28th day of October, 1986 by William F. Brown, Jr., President and Amy E. Brown, Secretary of Paradise Estates, Inc. a Colorado Corporation.

Witness my hand and seal of office.

My commission expires 6-13-88

Linda Sumpter
Linda Sumpter, Notary Public
P.O. Box 375
Woodland Park, Co. 80866



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COVENANT

WHEREAS, PARADISE ESTATES, INC., a Colorado Corporation, is in the process of subdividing and platting certain real property lying in the City of Woodland Park, and more specifically described by the legal description as Lots 1 thru 16 inclusive, Paradise Estates Filing No. 6, Teller County, Colorado;

AND WHEREAS, the City Council of the City of Woodland Park, a home-rule Colorado municipal corporation, has heretofore approved a waiver and exception of the normal requirement that the said land and subdivision be served by municipal sewer, and instead has authorized that the said land and subdivision lots be served by individual septic disposal systems, subject to all applicable laws and resolutions of the State of Colorado and County of Teller pertaining thereto;

AND WHEREAS, the said waiver and exception heretofore granted by the City of Woodland Park was subject to, and conditioned upon, the recording of the instant Covenant;

NOW THEREFORE, intending to be bound thereby, the said PARADISE ESTATES, INC., a Colorado Corporation, is the lawful record owner of the hereinafter described real property, hereby covenants and agrees as follows:

1. That sewage disposal from each lot herein specified shall be the responsibility of each individual lot owner, and the recorded plat of such subdivision will bear a Plat Note so stating.

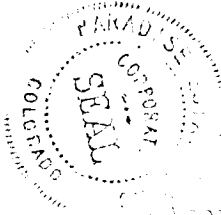
2. In the event that such individual sewage disposal systems should be found by the City Council of the City of Woodland Park, based upon competent technical evidence, to have become a public health hazard or public nuisance, or to pose any health hazard to the central water system owned by the said City of Woodland Park, then and in that event the City Council of the

said City of Woodland Park is hereby authorized pursuant to Article XI of the Charter of the City of Woodland Park, Colorado, or pursuant to any other applicable Colorado Revised Statute, to create, or cause to be created, a special or local improvement district which is designed to construct, operate, and maintain a central sewer collection and disposal system for the entire real property hereinafter described. In such event, any and all approvals required to be given by the affected land owner or owners are hereby deemed to have been granted by the undersigned without reservation, and all right to litigate, appeal, or otherwise legally contest the establishment and operation of such local or special improvement districts is hereby waived, specifically including, but not limited to, any approval requirement by popular vote or election. The cost of establishment, operation, and maintenance of such special or local improvement district shall be borne by the then owners of such real property, whether by tax mill levy, service charge, tap fee, or whatsoever form, as may be then prescribed by the Charter and Ordinances of the City of Woodland Park and the Statutes of the State of Colorado.

3. This Covenant shall be perpetual and shall run with the land, and shall be binding upon those persons signatory thereto, and all of their successors, assigns, personal representatives, and specifically including all persons who may acquire the specified lots in the said Paradise Estates Filing No. 6 subdivision by, through, or under them.

4. This Covenant may be modified by written instrument duly signed and notarized by all persons who shall be the record owners of the hereinafter described real property, and signed by the Mayor and attested by the City Clerk of the City of Woodland Park, Colorado, upon approval by the City Council as required by Charter.

IN WITNESS WHEREOF, the undersigned have hereunto set
their hands and seals this 1st day of August, 1984, at Woodland
Park, Teller County, Colorado.



PARADISE ESTATES, INC.

Amy E. Brown
Secretary

William F. Brown, Jr.
President

STATE OF COLORADO }
COUNTY OF TELLER } ss.

The foregoing instrument was acknowledged before me
this 1st day of August, 1984, by Paradise Estates, Inc., by
William F. Brown, Jr., its President and Amy E. Brown its
Secretary.

Witness my hand and official seal.



My commission expires: June 13, 1988

Notary Address: 140 Paradise Cir
Woodland Park, CO

Linda Sumpster
Notary Public

COVENANT

WHEREAS, PARADISE ESTATES, INC., a Colorado Corporation, is in the process of subdividing and platting certain real property lying in the City of Woodland Park, and more specifically described by the legal description as Lots 1 thru 16 inclusive, Paradise Estates Filing No. 6, Teller County, Colorado;

AND WHEREAS, the City Council of the City of Woodland Park, a home-rule Colorado municipal corporation, requests that the roadways contained in the subdivision should be paved at some future date.

AND WHEREAS, Paradise Estates, Inc., agrees that the roadways contained in the subdivision should be paved at such time as the adjacent roadways connecting Paradise Estates Filing No. 6 with U.S. Route No. 24 are paved.

NOW THEREFORE, intending to be bound thereby, the said PARADISE ESTATES, INC., a Colorado Corporation, is the lawful record owner of the hereinafter described real property, hereby covenants and agrees as follows:

1. In the event that the City Council of the City of Woodland Park, based upon competent technical evidence requires the roadways in Paradise Estates Filing No. 6 to be paved in conjunction with other roadways adjacent thereto and connecting same to U.S. Route No. 24, then and in that event the City Council of the said City of Woodland Park is hereby authorized pursuant to Article XI of the Charter of the City of Woodland Park, Colorado, or pursuant to any other applicable Colorado Revised Statute, to create, or cause to be created, a special or local improvement district which is designed to construct, and give to the City of Woodland Park for maintenance, paving of the roadways contained within Paradise Estates Filing No. 6. In such event, any and all approvals required to be given by the affected land owner or owners are hereby deemed to have been granted by the undersigned without reservation, and all right to litigate, appeal, or otherwise legally contest the establishment

and operation of such local or special improvement districts is hereby waived, specifically including, but not limited to, any approval requirement by popular vote or election. The cost of establishment, operation, and maintenance of such special or local improvement district shall be borne by the then owners of such real property, whether by tax mill levy, service charge, or whatsoever form, as may be then prescribed by the Charter and Ordinances of the City of Woodland Park and the Statutes of the State of Colorado.

2. In the event the City of Woodland Park, causes the adjacent and connecting roadways to be paved through general funds or any other monies and not assessed to the affected lot owners, then parity with adjacent properties shall be the standard for Paradise Estates Filing No. 6. In the event of partial funding is caused by the City of Woodland Park, then parity with adjacent properties shall be the standard for Paradise Estates Filing No. 6. The City Council shall not impose a special improvement district that will not allow the affected land owner parity with adjacent land owners.

3. This Covenant shall be perpetual and shall run with the land, and shall be binding upon those persons signatory thereto, and all of their successors, assigns, personal representatives, and specifically including all persons who may acquire the specified lots in the said Paradise Estates Filing No. 6 subdivision by, through, or under them.

4. This Covenant may be modified by written instrument duly signed and notarized by all persons who shall be the record owners of the hereinafter described real property, and signed by the Mayor and attested by the City Clerk of the City of Woodland Park, Colorado, upon approval by the City Council as required by Charter.

