

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 hereinafter 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 I 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 ONE, 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 ONE, in the County of Jefferson, State of Colorado, and is more particularly described as follows,

Lots 1 - 33, inclusive in PARADISE HILLS, UNIT ONE, 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; provided, however, that the Grantor, its successors or assigns, shall not be liable in damages to any one 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.

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 1200 square feet.

5. All single-family dwellings erected on any building site shall be set back thirty feet or more from any front and side street and all outbuildings erected on said building sites shall be placed at least twenty feet from the side building site line and at least ten feet from the rear line. Variance from the above requirements may be made upon approval of the Grantor.

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.

