

WILLIAM SOKOL
COUNTY RECORDER
ADAMS COUNTY, COLO.

MAY 5 10 17 AM '76

DECLARATION OF COVENANTS
CONDITIONS, AND RESTRICTIONS.

7174
Adams
26.00
THIS DECLARATION, made on the date hereinafter set forth by SKUFCA & SHELTON COMPANY, a Colorado corporation, hereinafter referred to as the "Declarant."

WITNESSETH:

(US)
WHEREAS, Associated Investment Company of El Paso, Texas, a Texas corporation, hereinafter referred to as "Associated," is the owner of the Abbey Subdivision in the City of Westminster, County of Adams, State of Colorado records and which is more particularly described as:

That parcel of land in the Northeast one-quarter of the Southeast one-quarter of Section 19, Township 2 South, Range 68 West of the 6th P. M., Adams County, Colorado, described as follows:

Beginning at a point on the North line of the said Northeast one-quarter of the Southeast one-quarter; said point bears N 89°35'09" W, 240.00 feet from the Northeast corner of the said Northeast one-quarter of the Southeast one-quarter; said point being the true point of beginning;
Thence S 00°05'39" E, parallel with the East line of the said Northeast one-quarter of the Southeast one-quarter, 365.00 feet;
Thence S 89°35'09" E, parallel with the said North line of the Northeast one-quarter of the Southeast one-quarter, 240.00 feet to a point on the said East line of the Northeast one-quarter of the Southeast one-quarter.
Thence S 00°05'39" E, along the said East line of the Northeast one-quarter of the Southeast one-quarter, 340.19 feet;
Thence S 89°54'21" W, parallel with the North Line of Hillcrest Circle Subdivision, as platted and recorded in said Adams County, 257.80 feet;
Thence S 00°05'39" E, parallel with the said East line of the Northeast one-quarter of the Southeast one-quarter, 99.64 feet to a point on the said North line of Hillcrest Circle Subdivision;
Thence S 89°54'21" W, 539.34 feet to the Northwest corner of the said Hillcrest Circle Subdivision, said point also being on the East line of Ridgemor Manor Subdivision as platted and recorded in said Adams County;
Thence along the said East line of Ridgemor Manor Subdivision the following courses and distances:

Thence N 00°00'00" E, 331.31 feet;
 Thence N 26°55'02" E, 226.50 feet;
 Thence N 00°24'51" E, 277.73 feet to the
 Northeast corner of said Ridgemor Manor
 Subdivision, said point being the point
 of departure from the said East line of
 Ridgemor Manor Subdivision and on the
 said North line of the Northeast one-
 quarter of the Southeast one-quarter;
 Thence S 89°35'09" E, 451.29 feet to the
 true point of beginning;

Containing 11.28 acres more or less. Bear-
 ings were based on said North line of the
 Northeast one-quarter of the Southeast one-
 quarter of Section 19 with bearings of S
 89°35'09" E.

WHEREAS, Associated and Declarant have entered
 into an Agreement which provides for the platting, sale,
 development, and resale of the property described above
 pursuant to which Declarant has been authorized to sell said
 property and act as declarant under the terms of this
 Declaration.

NOW THEREFORE, Declarant hereby declares that all
 of the property described above shall be held, sold, and
 conveyed subject to the following easements, restrictions,
 covenants, and conditions which are for the purpose of
 protecting the value and desirability of the property, and
 which shall run with the property and be binding on all
 parties having any right, title, or interest in the de-
 scribed property or any part thereof, their heirs, suc-
 cessors and assigns, and shall inure to the benefit of each
 Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to
 The Abbey of Westminster Homeowner's Association, a Colorado
 nonprofit corporation, its successors and assigns.

Section 2. "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 properties,

including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

All property hereinbefore described, including parking stalls, and the area designated on the plat of the Abbey Subdivision, recorded in Book E 14 at Page 250, Adams County records, but excepting the numbered lots set forth on said plat of the Property.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Skufca & Shelton Company, a Colorado corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on December 31, 1978.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal

Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) assessments for the maintenance of that portion of the front and side yard of each Lot in the event that the Owner fails to do so. Such assessments are to be established and collected as hereinafter provided. All assessments, together with interest thereon, costs, and reasonable attorneys' fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest thereon, costs and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property, for the improvements and maintenance of the Common Area, lower lighting in Common Area, drainage structures, and to protect property and aesthetic values.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty-Six Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by an affirmative vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that

any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Assessments for Failure to Maintain Front and Side Yards. Each Owner shall maintain that portion of the front and side yard of his Lot between the fenceline and the streetline in a neat and attractive condition. If, in the judgment of the Board of Directors of the Association, any Owner fails to maintain said yard in the prescribed fashion, the Association may perform such maintenance as it deems necessary, the cost of which shall be assessed to the Owner. Prior to performing any such maintenance, the Association shall give the Owner 30 days written notice of its intention to perform the Owner's obligations hereunder. This assessment will be in addition to annual and special assessments and will not require any vote by members of the Association. This assessment shall be subject to the same remedies as the annual assessments and special assessments if not paid.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate on all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and Installment Contract for Sale of Real Estate, VA Form 26-1930.

Such assessment lien shall also be subordinate to the lien of any recorded or unrecorded executory land sales contract and all unpaid obligatory sums provided for therein owned by the Administrator of Veterans' Affairs or his assigns. Such assessment lien shall be superior to the homestead exemption provided in 1973 Colorado Revised Statutes, Section 38-4¹-201, and the acceptance of a deed to a lot shall constitute a waiver by the homeowner and Spouse of the homestead exemption whether or not such waiver is expressed in the deed. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 30 days after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIPROTECTIVE COVENANTS AND RESTRICTIONSSection 1. Protective Covenants and Restrictions.

All Lots within the subdivision are subject to the following protective covenants and restrictions:

(a) Land Use. Each Lot shall be used for a single family residence and for no other purpose whatsoever.

(b) Nuisances. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood. No tank for the storage of oil, gasoline, or other fluid may be maintained on any Lot.

(c) No Mining Activity. No derrick or other structure designed for use in boring, mining, or quarrying for water, oil or natural gas, or precious minerals shall ever be erected, maintained, or permitted upon any Lot.

(d) Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

(f) No Exterior Antennas. No television, radio, or shortwave antennas shall be erected on any Lot or on the roof of any structure on any Lot. This restriction shall not apply to such antennas located entirely inside such structure.

Section 2. Easements for Utility Purposes.

There are hereby created for utility purposes, street lighting, and fire hydrants, those certain easements along the front and rear lines of Lots as shown on the plat of the Abbey Subdivision.

Section 3. Easements for Drainage Purposes.

Declarant hereby creates upon and across the Property, including the Common Area, drainage easements as set forth

on a drainage plat appearing as Exhibit A, attached hereto and by this reference made a part hereof. The drainage plan may be amended by the Declarant, from time to time, if required by the construction of improvements on the Lots. Such amendments, if any, will be reflected on an improvement survey to be attached to the original deed from the Declarant to the first Owner of a Lot and recorded in the office of the County Clerk and Recorder. Owner shall have no right to interfere with or alter the drainage plan as herein provided or as subsequently amended by Declarant.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. This Declaration may be amended during the first 20-year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

Section 6. Registration by Owner of Mailing Address. Each Owner shall register his mailing address with the Association, and except for monthly statements and other routine notices, all other notices or demands intended to be served upon an Owner shall be sent by either registered or certified mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. All notices, demands, or other notices intended to be served upon the Board of Directors of the Association or the Association shall be sent by certified mail, postage prepaid to: 6671 South Broadway, Littleton, Colorado 80121, until such address is changed by a notice of address duly recorded in the office of the Clerk and Recorder, County of Adams, Colorado.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 29th day of April 1976.

ASSOCIATED INVESTMENT COMPANY OF EL PASO, TEXAS, a Texas corporation

BY Mark H. Gilbert
Vice President

SKUFGA & SHELTON COMPANY, a Colorado corporation

BY James H. Skutumpah
President



ATTEST:

Raymond J. Anliou
Asst. Secretary

ATTEST:



[Signature]
Secretary

