

No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road, or Common Properties, and not on any Lot unless placed in a suitable container suitably located.

No building material of any kind or character shall be placed upon any Lot except in connection with construction approved as hereinafter provided. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted.

No clotheslines, drying yards, service yards, woodpiles or storage areas shall be so located as to be visible from a street, road, or Common Properties.

Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent property.

Ornamental posts lights shall be designed to be in keeping with the lighting fixtures at the street or road corners.

No animals or poultry shall be kept on any Lot within the Properties except ordinary household pets belonging to the household. Only signs advertising the sale or rental of a Lot and which are approved by the Architectural Control Committee shall be allowed in the Properties.

No used or previously erected or temporary house, structure, house trailer or non-permanent outbuilding shall ever be placed, erected or allowed to remain on any Lot within the Properties except during construction.

Boats, trailers, trucks, campers or commercial vehicles shall not be parked or maintained in the Properties; however, this restriction shall not restrict trucks or commercial vehicles making pickups or deliveries to or in the Properties, nor shall this restriction restrict trucks or commercial vehicles within the Properties which are necessary for the construction of residential dwellings or maintenance of the Common Properties.

None of the Lots may be improved, used or occupied for other than private single family residential purposes, other than the Common Properties; however, the Developer or Declarant may use one or more Lots for temporary office building, and use the same as an office during the development and sale of the Lots.

No structure shall be built upon any Lot that exceeds a height of thirty-five feet.

The exterior colors of the individual townhouse are important to the architectural integrity of this planned unit development. No change of paint or stain colors is permitted. Repainting shall be with the same brands of paint or stain and with the same colors as originally applied.

ARTICLE XI GENERAL PROVISIONS

SECTION 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these Covenants and Restrictions signed by the then Owners of seventy-five percent of the Lots has been recorded prior to the commencement of any ten-year period.

SECTION 2. Amendments. These Covenants and Restrictions may be amended during the first twenty years from the date of the Declaration, 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 properly recorded.

SECTION 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 4. Construction Easement. If any portion of an exterior wall of a residence is situated within three feet of any adjoining Lot line, a valid easement shall and does exist, three feet in width along the adjoining Lot and adjacent to the said Lot line which easement may be used for the purpose of construction, reconstruction and maintenance of said exterior wall of a residence that is situated within three feet from the nearest point of said easement. The Owner of any Lot subject to this easement shall not erect or build any structure upon or over said easement which will interfere with the purposes of said easement.

(B) Encroachment Easement. If any exterior wall of a residence shall be constructed in a manner in which it encroaches upon any other lot or upon the Common Area, a valid easement shall exist for such structure for as long as such structure shall exist, and no member or the Association shall interfere with such easement.

SECTION 5. Maintenance Easement. If any portion of a residence encroaches upon the common properties or upon the easement of any adjoining lot established under the provisions of Section 4 above, a valid easement on the surface and for sub-surface support below such surface and for the maintenance of same, so long as it stands, shall and does exist.

SECTION 6. 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 7. Severability. Invalidity 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 8. Water Service. Some members may have water service provided to their Lot within the properties served from the Associations common water meters. Members shall be charged a pro-rata portion of the total domestic water used. All monies received by the Association for this water charge (and sewer charge if included on the water bill) shall be deposited in a separate Association Account to be held and disbursed only for payment of these charges to the appropriate governmental entity. This Account shall be treated as a "Trust Account" and not as an asset or liability of the Association.

SECTION 9. Separate Bank Account. The Treasurer will establish a bank account separate from the general account to be used exclusively for monies collected for the payment of water and sewer charges and for no other purpose.

SECTION 10. 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

amendment of this declaration of covenants and restrictions. Approval by the Federal Housing Administration under any of the above set forth actions shall be made by the District Director of the Federal Housing Administration in Denver, Colorado.

The Writer Corporation
A Colorado Corporation

By _____
Executive Vice President

Attest:

Assistant Secretary

State of Colorado)
) SS.
County of Arapahoe)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by William E. Nollsch as Executive Vice President and by H. Kathleen Queenan as Assistant Secretary of the Writer Corporation, A Corporation.
Witness My Hand and Official Seal.

Notary Public

My Commission Expires _____

EXHIBIT A

Lots 130 thru 186, Block 1
and that portion of Tract A
described as follows:

A portion of tract "A" as platted in QUINCY HILL SUBDIVISION filing No. 1, as recorded in the Arapahoe County records, State of Colorado, being more particularly described as follows:

Commencing at the north corner of said tract "A", said point being the true point of beginning; thence S41°17'46"E along the south R.O.W. of Smoky Hill Road a distance of 339.35 feet to a point on the north R.O.W. of East Radcliff Drive; thence westerly along the said north R.O.W. the following seven courses:

- 1) Along a curve to the right having a radius of 25.00 feet, a central angle of 87°46'41" a distance of 38.30 feet to a point of reverse curve.
- 2) Along a curve to the left having a radius of 620.00 feet, a central angle of 11°58'55" a distance of 129.66 feet to a point of tangent.
- 3) S34°30'00"W a distance of 112.03 feet to a point of curve.
- 4) Along a curve to the right having a radius of 131.92 feet, a central angle of 52°46'01" a distance of 121.49 feet to a point of compound curvature.
- 5) Along a curve to the right having a radius of 240.00 feet, a central angle of 32°43'59" a distance of 137.11 feet to a point of tangent.
- 6) N60°00'00"W a distance of 90.00 feet to a point of curve.
- 7) Along a curve to the left having a radius of 45.00 feet, a central angle of 77°09'38" a distance of 60.60 feet.

Thence along the north line of a 20 foot fire lane the following two courses:

- 1) N60°00'00"W a distance of 55.36 feet to a point of curve.
- 2) Along a curve to the left having a radius of 111.40, a central angle of 68°39'55" a distance of 133.51 feet to a point on the west line of said tract "a".

Thence N00°25'50"E along said west line a distance of 10.10 feet; thence N46°34'46"E along the northwest line of said tract "A" a distance of 641.01 feet to the true point of beginning, excluding lots 130 through 186 for a net area of 2.74 acres.

EXHIBIT B

All lots, blocks, tracts of Quincy Hill Subdivision, Filing 1, City of Aurora, County of Arapahoe, State of Colorado.

CERTIFICATE OF AMENDMENT

The following Amendment is hereby made to the Declaration of Covenants and Restrictions dated the 16th of June 1981, and recorded the 17th day of June 1981 at Book 3433, Page 122, Arapahoe County Records, State of Colorado, To wit:

Add to Exhibit B

The northwest one-quarter of Section 7, Township 5 South, Range 66 West of the sixth principal meridian, City of Aurora, County of Arapahoe, State of Colorado

Dated This 1st Day of September, 1981

The Writer Corporation
A Colorado Corporation

By _____
Executive Vice President

The Quincy Hills Townhouse Association

President

State of Colorado)
County of Arapahoe) ss.

The foregoing instrument was acknowledged before me this 1st day of September 1981, by William E. Nollsch as Vice President and H. Kathleen Queenan as Assistant Secretary of the Writer Corporation, A Corporation, and by Edgar W. Nichols as President of the Quincy Hills Townhouse Association, a Corporation.

My Commission Expires _____

Notary Public

This certificate of Amendment is approved under the provisions of Section 10, Article XI of the Declaration of Covenants and Restrictions dated the 16th day of June 1981, and recorded the 17th day of June 1981, in Book 3433 at page 122, Arapahoe County Records.

Veterans Administration

By _____

State of Colorado)
County of Jefferson) ss.

The foregoing instrument was acknowledged before me this 1st day of September 1981 by _____, for the Loan Guarantee Officer of the Veterans Administration Regional Office, Denver, Colorado

My Commission Expires _____

Notary Public

INFORMATION BROCHURE FOR QUINCY HILL SUBDIVISION NO. 1

For the convenience of the homeowners in Quincy Hill Subdivision No. 1 Subdivision, a non-profit corporation known as The Quincy Hill Townhouse Association has been organized to own, operate and manage the common area and improvements thereof in Quincy Hill Subdivision No. 1. The common area and improvements consist of approximately 6.3 acres of land with surfaced paths, parking areas, lawn areas, landscaping.

All of the common area with landscaping, lawn areas, and the other above listed improvements will be conveyed to the Quincy Hill Townhouse Association in fee simple with marketable title and free and clear of all liens and encumbrances.

Every individual homeowner has the right to use the common area and improvements subject to reasonable rules and regulations established and controlled by the developer, Writer Corporation, initially, and then by the owners themselves through the Board of Directors of the homeowners association.

The individual owners are Class A members and are entitled to one vote for each lot they own. The developer is a Class B member and is temporarily entitled to three votes for each lot it owns. The Class B membership terminates and is converted to Class A membership upon the earliest happening of either of the following events:

1. When the total votes in the Class A membership equal the total votes in the Class B membership; or
2. January 1, 1989.

The Association will meet annually at which meeting members will elect directors to the Board of Directors to fill the vacancies resulting from expiration of prior terms of office on said Board. At such meeting the officers of the Association will present a financial report and other business will be conducted according to the agenda for such annual meeting. Special meetings may be called at any time by the president, the Board of Directors, or upon written request of the members entitled to vote one-fourth of the votes of the Class A membership.

The Board of Directors elects the officers of the Association who direct the day-to-day business of the Association. The Association is responsible for the upkeep of the common facilities, lawn care, bookkeeping and accounting functions, sidewalk maintenance, collection of the assessment fees from the members, preparing an annual budget, providing for an annual audit, insuring the improvements on the common area, and related duties.

The Association has the right to charge reasonable fees for the use of the common area and the recreational facilities and to establish and enforce reasonable rules governing the use thereof.

In order to protect property values, aesthetics and to provide assurance that future developments, additions and changes will conform and be harmonious with the external design and location of existing structures, the owners through their Board of Directors, will establish a Committee for Architectural Control. The approval of the committee will be required before additions or changes can be made to any building exterior, fences, hedges, walls or other exterior structures.

Each owner and the developer will be assessed a monthly fee, which fee is established by the Board of Directors. The maximum monthly fee established by the Covenants and Restrictions is \$80.00, adjusted in conformance with the Consumer Price Index (CPI) published by the U.S. Department of Labor. Only by vote of two-thirds of each class of members who are voting in person or by proxy at a meeting duly called for that purpose may the ADJUSTED maximum monthly assessment be increased. The Board of Directors may fix the monthly assessment at any amount not in excess of the maximum. Presently, the monthly assessment is \$45.00 per lot. Such monthly assessment may be now or hereafter collected on a monthly basis accordingly as provided in the by-laws.

In addition to the monthly assessments, the association may levy, in any assessment year, a special assessment for that year only for construction or repair of capital improvements on the common area. Any such special assessment requires the assent of two-thirds of each class of members voting in person or by proxy at a meeting duly called for considering such special assessment.

Since it is important that each owner pay his assessments when due, procedures for the enforcement and collection of assessments have been established. Each assessment shall be the personal obligation of the owner concerned and also a lien will be created against an owner's lot for the amount of any delinquent assessment. After an assessment is delinquent over thirty (30) days, it bears interest at the rate of twelve percent (12%) per annum. This lien is for the benefit of the Association and can be foreclosed. In addition, the Association can file an action in court to collect the amount of the assessment plus costs and attorney's fees without foreclosing the lien.

Additional residential property and common area may be annexed with consent of two-thirds of each class of members. Subject to approval by the Federal Housing Administration or the Veterans Administration while there is a Class B membership, the developer may annex additional residential property and common area within the lands described "All lots, blocks, tracts within Quincy Hill Subdivision No. 1, City of Aurora, County of Arapahoe, State of Colorado" until January 1, 1989, without consent of the individual homeowners or the Association. Annexation, consolidation and merger would result in an increase of membership in the association.

Dissolution of the Association, merger or consolidation requires written assent of two-thirds of each class members.

Those members (lots) serviced by association water meters, (if any) and private drives (if any) will be assessed an additional monthly fee in addition to the monthly dues. This amount is as established by the Board of Directors to cover the association's costs in providing these services.