

EAST QUINCY HIGHLANDS II HOMEOWNERS ASSOCIATION, INC. RULES AND REGULATIONS

Living in a covenant controlled community has many benefits, which we all enjoy. At the same time, by choosing to live in such a community, we have in effect accepted the fact that we must be considerate of our fellow homeowner; in turn, we expect that they will show the same consideration to us. To assist in making our living here enjoyable, the good neighbor policies detailed herein will guide each of us in being good neighbors.

The East Quincy Highlands II Homeowners Association thanks you for your cooperation in maintaining the community to the high standards that we all expect. By following the good neighbor policies, problems will be avoided, the living experience enhanced, and property values will be maintained.

GENERAL USE AND APPEARANCE

1. The homes in East Quincy Highlands II are for residential use only. Home businesses are permitted provided they do not create any type of nuisance to the community or any homeowner and do not violate City of Aurora Ordinances.
2. It is important to remember that we live in general close proximity to our neighbors. Therefore, noise should be kept to reasonable levels. This includes recreational activities pursued by our families within the community. Reasonable level shall be determined by the Board of Directors and/or Management.
3. The homes within our community must be kept in a neat and clean condition. No trash, litter, junk, boxes, personal property, etc. may be permitted to remain exposed so that it is visible from any neighboring home, the Common Area, or any street without prior written approval from the Board of Directors/Architectural Review Committee.
4. Exterior holiday decorations must be taken down within 30 days of the holiday.
5. Trash receptacles must be stored in an enclosed structure when not in use. Trash receptacles may not be placed out prior to 6:00p.m. the evening before the designated trash pick up day and must be put away by 6:00 a.m. the day following the designated trash pick up day.

GENERAL MAINTENANCE

1. Maintenance of each home and the Lot upon which it sits is the responsibility of the Owner. In the event the Board of Directors and/or Management determines that an Owner has failed in his duty to maintain the Lot, or any portion thereof, the Board of Directors may, after 30 day written notice to the Owner, enter upon said Lot to perform any or all needed maintenance, the cost of which shall be the personal obligation of the Owner thereof and shall be collectable as any maintenance fee.
2. The landscaping of each home, whether visible from the street or not, must be maintained in a clean, attractive, and sightly condition and in good repair. All landscaping shall be regularly maintained in a neat and trim manner. Dead or dying plant materials will be removed and replaced as soon as possible.
3. General maintenance of the landscaping shall include providing adequate water to promote healthy growth of grass, trees, and shrubs. In addition to the standard maintenance duties of mowing, trimming, and edging, any weeds on the property must be removed immediately.
4. No improvements to the exterior of any home, or Lot, are permitted without prior written approval from the Architectural Review Committee unless otherwise noted in the Design Review section of these Rules and Regulations. Please see the Design Review section located herein, and the Design Criteria, Guidelines and Standards for additional information.

SIGNS & FLAGS

1. No signs, except as stated in sub-sections 2 through 5 below, billboards, advertising devices, or advertising flyers are to be erected within the community without prior written approval from the Architectural Review Committee.
2. Only one (1) "For Sale" or "For Rent" sign, not larger than five (5) feet square, may be placed in the yard of the home. All other signs are prohibited.
3. Display of the United States Flag is permitted provided it is properly cared for, and displayed in a manner consistent with the federal flag code, P.L. 94-344; 90 stat. 810; 4 U.S.C. sections. 4 to 10.
4. One Military Service Flag may be displayed. Owners and residents are permitted to display one service flag inside of any window or door associated with the home. The service flag shall have a maximum dimension of two (2) inches by three (3) inches.
5. The Association prohibits displaying or installing political signs in the Common Area. Any such signs found in the Common Area will be removed and disposed of immediately.
6. Political signs may be installed within the boundaries of the individual Lots as provided below:
 - b. Political signs may not be displayed earlier than forty-five (45) days before an election and must be removed no later than seven (7) days following an election.
 - c. Political signs may be no larger than thirty-six (36) inches by forty-eight (48) inches, or the maximum allowed by any applicable city, town, or county ordinance that regulates the size of said signs on residential property, whichever is smaller.
 - d. Political signs may not be illuminated, flash, blink, or fluctuate, and shall not be animated.
 - e. It is requested that only one sign be displayed on each Lot. In no event shall there be more than one sign for any one political office or ballot issue.

VEHICLES

1. Trailers, boats, campers, tractors, snowmobiles, motor homes, or accessories thereto, or any other type of recreational vehicles are prohibited from being parked within the community unless they are stored within the garage, except that any such vehicle may be parked for loading, delivery, and emergency. Purposes not to exceed 72 Hours. Please report parking exceptions in advance to Management.
2. Commercial vehicles and vehicles larger than $\frac{3}{4}$ ton are prohibited from being parked within the community unless they are stored within the garage, except that any such vehicle may be parked for loading, delivery, emergency, or in the course of completing maintenance of any portion of the Lots or Common Areas.
3. Commercial vehicles are permitted to be parked within the Community pursuant to number 2 of this subsection, or only if they meet *all* of the following requirements:
 - a. The resident is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services.
 - b. The vehicle is required to be available at designated periods at the residence as a condition of the resident's employment.
 - c. If parking of the vehicle will not obstruct emergency access or interfere with the reasonable needs of other Lot Owners/Residents.
4. Abandoned or inoperable vehicles of any kind are prohibited from being stored or parked within the Community. An abandoned or inoperable vehicle is defined as a vehicle that has not been driven under its own propulsion for a period of seventy-two (72) hours or longer, or which does not have an operable propulsion system installed therein, or which is not currently licensed and registered.

5. Vehicles parked while Owners are on vacation or during a period of illness shall be exempt from the above rule, provided they notify Management.

PETS

1. Owners may not keep pets for any commercial purposes.
2. Pets may not create a nuisance to any Homeowners/Resident.
3. Owners must remove pet waste from their yards in a timely fashion, as determined by the Community and City ordinance for removal and the Board of Directors and/or Management.
4. Pet owners are responsible for immediately cleaning up after their pet in the Common Areas.
5. Pets when in the Common Areas will be leashed per the City of Aurora ordinance pertaining to the leashing of pets.
6. Pet owners are financially responsible for any damages to the Common Areas caused by their pets.
7. Pets should not be tied to any of the Association's Common Areas.
8. Failure to abide by this subsection of the Rules and Regulations, or any of the City of Aurora ordinances regarding pets may result in the Association contacting Aurora Animal Care for further enforcement.

DESIGN REVIEW

1. Homeowners must submit appropriate documentation, plans, sketches, etc. prior to making an improvement to any Lot. Such improvements shall include, among other things: paint, landscaping, additions, decks, play structures, sheds, fences, and satellite dishes.
2. Homeowners should be cognizant of neighboring homes when planning improvement projects. By taking an objective view of the proposed improvement and surrounding areas, prior to submittal, the owner is more likely to receive approval for said improvement.
3. Seasonal and or small landscape projects do not need to be approved by the Architectural Review Committee. These items include planting annuals, removing or replacing a tree or bush, adding bark, mulch, or rock to an existing bed.
4. The Design Criteria, Guidelines and Standards of the Association detail specific requirements for improvement items (landscaping, decks, xeriscaping, etc.) Please review these guidelines prior to making a submittal. Allowed fencing is five (5) foot privacy fencing, which is used throughout the community.

MAINTENANCE FEES

Maintenance fees are an annual assessment due four times per year on the first of January; the first of April; the first of July, and the first of October.

1. If no payment is received by the 30th of the month, a friendly reminder letter is sent – **NO CHARGE TO OWNER FROM WESTWIND BUT 18% INTEREST ON THE UNPAID BALANCE AND A \$30.00 LATE CHARGE IS ASSESSED FROM EAST QUINCY HIGHLANDS II HOMEOWNERS ASSOCIATION.**
2. If no payment is received **45 days** after the payment is due, a FINAL collection letter with promise of lien filing in 15 days if arrangements for payment are not made is sent -- **\$30.00 CHARGE TO OWNER.**
3. Management will attempt to contact the owner by phone to determine the cause for the delinquency and resolve the problem.
4. If no payment is received **60 days** after the payment is due, a lien is filed on the property -- **\$100.00 CHARGE TO OWNER.**
5. If no response is received by this point, Management will then turn the account over to the Association's legal counsel for legal action.
6. Checks should be made out to East Quincy Highlands II Homeowners Association, Inc. and should be mailed to the Management Company using the coupons provided.

BOARD MEETINGS

1. The Board meetings are held monthly, or as decided by the Board of Directors.
2. Homeowners should contact the Management Company to confirm the meeting date, time and location.

ENFORCEMENT

Covenant and Rules Enforcement

1. All enforcement action will be consistent and not arbitrary or capricious. We consider all existing and written enforcement policies to be consistent and not arbitrarily or capricious. We will follow those policies unless and until we determine that they violate Senate Bill 100.
2. Any Agent of an Owner, Owner, or Resident of the Community may file a written complaint or petition with the Community's Management Company. This document will set forth the reason for the complaint or petition, including dates, times, locations, names and addresses, as well as any additional details known by the person making the complaint and will be signed by the complainant/petitioner.
3. The Management Company may respond to any complaint or petition, as it deems appropriate. Copies of all complaints and/or petitions will be provided to the Board of Directors, as requested.
4. The Board of Directors and/or Management Company may complete inspections of the Community, at the Board of Directors discretion, to identify violations.
5. Upon either receipt of a written complaint and/or an inspection of the Community identifying violations, a courtesy reminder notice will be sent to any Owner and/or Resident considered being in violation to notify them that a potential violation has occurred. The letter will request that the Owner and/or Resident either correct the potential violation or contact Management with a plan to resolve the issue.
6. Subsequent violations of the same rule will require a hearing to consider a fine or fines for the continued violation or violations. The Owner and/or Resident will be notified, in writing via regular mail, of the date, time, and place of the hearing. All hearings will be conducted before a quorum of the Board of Directors or an established Committee.
7. Notice will be mailed to the Owner and/or Resident to the addresses on file with the Community.
8. Each hearing will be held in the normal meeting place of the Board of Directors or an established Committee at the scheduled time, place, and date. Such hearing will be open to all persons. Hearings will not take place during a meeting of the members. Meeting procedures for the hearing will be explained and a summary of any notices or other relevant documents will be provided to the Board/Committee prior to the scheduled hearing. The violating parties will have three minutes each to present their documentation and concerns directly related to the violation. Should the need arise, the Community, via the Manager, designated Board member, or designated Committee member will have three minutes to present further documentation or concerns regarding the hearing. The Board of Directors or established Committee will ask questions, as needed. If additional time is needed, the Board/Committee will allow additional time with a majority vote of the attending Board/Committee quorum. Hearings will not be recorded either via audio or video devices.
9. As the Board considers the deliberation on all hearings to be of a possible personal or private nature, which may be an unwarranted invasion of individual privacy, the Board of Directors or established Committee will deliberate on all hearings in executive session and reach, or recommend a decision during the open board meeting. Decisions will generally be made on the same date as the hearing; however, if that is not possible, a decision will be made within 14 days after the hearing. Decisions will be approved by a simple majority vote of the attending Board quorum. All parties named in the hearing notice will be informed of the decision in writing, via the methods provided herein number seven.

General

1. Upon written application by any Owner, or Agent thereof, any of the Rules and Regulations may be granted a temporary written variance or extension of time, as the Board deems necessary. In severe cases, the Board may grant a written waiver. Any such written variance, extension, or waiver will only apply to the applicant and the instance set forth within the application. Information regarding all granted written variances, extensions, or waivers will be made available to management personnel, maintenance personnel, and any personnel hired by the Association to enforce the Rules and Regulations. The Board of Directors may revoke any written variance, extension, or waiver at any time for any reason in its sole discretion.
2. Any actions which, in the opinion of the Board of Directors or the Association's Insurance Agent, adversely affect or compromise the Association's insurance coverage, policy, or premiums will be considered a violation of the Rules and Regulations.
3. Failure to notify or enforce any of the Rules and Regulations will not be deemed a waiver of any of the Rules and Regulations.
4. All of the Rules and Regulations will be severable, and if one or more are found to be invalid, all others will remain in full force and effect.

Fines

1. For all violations (other than the immediate towing of violating vehicles or home/Lot maintenance), the fine for a first violation of a Rule or Regulation will be no more than \$50. The fine for a second offense of the same nature will be no more than \$100 above the maximum amount noted for the previous fine. Subsequent fines for similar offenses will increase by no more than \$100 above the maximum amount noted for the previous fine per subsequent offense, unless in its sole discretion, a greater amount is deemed appropriate by the Board. Fines assessed against the Owner will become assessments collectable against the property pursuant to the Declarations and Colorado Law and will be collected in the customary manner and pursuant to the business practices of the Association.
2. In all instances, the imposition of an amount less than the maximum possible fine will not preclude the Board from imposing the maximum fine allowable under this section for subsequent offenses.
3. Any non-compliance with the Rules and Regulations by any Owner, Agent thereof, Resident, or Guest will be the responsibility of the Owner.

Alternative Methods for Dispute Resolution

1. The Association encourages the use of alternative methods for settling disputes in situations that do not involve an imminent threat of harm or irreparable injury, loss or damage (any condition(s) where a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated). Alternative methods adopted by the Association and Owners include, but are not limited to, the following:
 - **Negotiation.** A request for dispute resolution may be initiated by either the Association or Owner, must be in writing, and must provide the nature and details of the dispute. Within fifteen (15) days of the other party's receipt of the request for alternative dispute resolution, a meeting will be scheduled to attempt to negotiate a resolution. Through negotiation, the parties will communicate directly with each other in an effort to reach an agreement that serves the interests of both parties.
 - **Other Alternatives.** If the negotiation process does not resolve the dispute, the parties may refer the matter to other Alternative Dispute Resolution options as they may mutually agree upon or may escalate the matter to more formal proceedings, including but not limited to a lawsuit. However, following the steps herein is not a pre-condition to the filing of a lawsuit or the taking of any other action.

- In the event that an alternative method for dispute resolution is not sought by either the Association or the alleged violator, the Association may determine to pursue legal action to assert or defend the claim against the alleged violator. In the event that the court finds that the alleged violating Owner prevailed because the alleged violating Owner did not, in the court's opinion, commit the alleged violation, the court will award the alleged violator:
 - a. The alleged violator's reasonable attorney fees and costs incurred in defending or asserting the violation. The Association will promptly pay those reasonable attorney fees and costs incurred by the alleged violator in defending or asserting the violation.
 - b. The Association will deduct all charges that may have been assessed to the alleged violator's account, including any and all fines, penalties, assessments for repairs or replacements, and any other costs of collection assessed to the alleged violator's account prior to the court action.
 - c. All attorney fees and court costs associated with the alleged violation that have been added to the alleged violator's account will be subtracted from the violator's account.
 - d. The Association will summarize the Association's legal fees and will divide the total legal cost by the remaining number of homes in the Community. A check from the Association will be tendered to the alleged violator equal to the "cost per home" for this legal expense with the inclusion of the summary the legal cost and how the "cost per home" was determined.

GENERAL PROVISIONS

1. Failure by the Association, the Board of Directors or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.
2. The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.
3. Unless the context provides or requires to the contrary, the use of the singular therein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.
4. The captions in sections are inserted herein only as a matter of convenience and reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these Rules and Regulations or intent of any provision hereof.

The below-signed individual attests that this document was approved on the 10th day of March, 2009 by the Board of Directors during a regular meeting of the Board of Directors pursuant to the Association's Policy for the Adoption and Amendment of Policies, Procedures and Rules.

This document has been Board reviewed and approved.
The original with original signatures is retained in the office
of Westwind Management Group, Inc.