

## **The Kettle Creek Homeowners Association, Inc.**

<b>INTRODUCTION</b>	2
<b>ASSOCIATION STRUCTURE</b>	3
<b>ARCHITECTURAL REVIEW COMMITTEE</b>	3-4
<b>ARCHITECTURAL REVIEW / COMMON ITEMS</b>	4
<b>COMMON AREAS</b>	4-5
<b>RESTRICTIONS</b>	5-7
<b>INSURANCE</b>	7
<b>PROPERTY MANAGEMENT</b>	7
<b>ENFORCEMENT / FINE SCHEDULE</b>	7 - 8

*The Kettle Creek Homeowners Association, Inc.*  
**COMMUNITY STANDARDS**  
*January 2010*

**NOTE:**

The governing documents of the Association are the Kettle Creek Homeowners Association, Inc. (a.k.a. Bison Ridge) Declaration of Covenants, Conditions and Restrictions (“Decs”), the Articles of Incorporation, the Bylaws and the Bison Ridge at Kettle Creek Design Guidelines, hereinafter referred to as the governing documents. In the event of conflict between these documents the Declaration shall prevail followed by the Articles of Incorporation, then the Bylaws. Buyers should read and review all governing documents prior to signing any contract or closing upon ownership of a home.

*Please be reminded this document highlights many of the common issues that surface, but is by no means exhaustive. These Community Standards are not comprehensive and are intended to supplement and or enhance the governing documents. The Board may adopt individual Community Standards at particular times and amend these Community Standards from time to time. For clarification, fuller explanation or additional information, owners and tenants should refer to the governing documents. Copies of all governing documents are available from the Property Management Company.*

**INTRODUCTION**

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The Board of Directors (the “Board”) of the Kettle Creek Homeowners Association, Inc. a Colorado non-profit corporation (the “Association”) is empowered by the Articles of Incorporation, Article III - Purposes, Section (d), Article IV – Additional Powers, and the Colorado Common Interest Ownership Act in 38-33.3-302(i)(k) to adopt and enforce such Community Standards as it deems advisable for the operation, control, and clarification of the governing documents. The Board is publishing this booklet with two purposes in mind:

1. To provide a set of guidelines that will address issues that may not be specifically detailed in the governing documents and to present those and other guidelines in a clearer, more concise manner.
2. To ensure all owners and residents are aware of the Association’s policies and procedures and information.

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**I. ASSOCIATION STRUCTURE**

**A. Board of Directors**

*Bylaws, Article III*

The Association is a Colorado non-profit corporation, which is governed by its Board of Directors. The Board consists of a volunteer group of homeowners who meet on a regular basis to conduct the business of the Association; with some of their duties including, but not being limited to, making improvements and repairs to the Common Area, overseeing all financial matters, exercising discretion, reasonable efforts and reasonable business judgment standards to keep up maintenance and repairs as needed, to take steps to ensure all contractors are honoring their service agreements, and to ensure that violations of the governing documents are corrected. Directors are elected during regular annual meetings by a vote of homeowners or are appointed to the Board to fill vacancies. Appointments to fill vacated positions will remain in place until the term expires. All board members terms are for three (3) years. Officers are elected by the Board and serve a one (1) year term.

**B. Board Meetings**

*Bylaws, Article IV*

The Board meets with the Property Management Company (Property Manager) and other contracted representative(s) on a regular basis. All owners are welcome at the meetings to observe and/or present concerns during the agenda item allowing such concerns [Owner Forum]. If an owner wishes to discuss an issue at a meeting, he should notify the Property Manager at least 1 day prior to the meeting so that said item can be placed on the agenda. The Board will limit the time allowed for anyone speaker to hold the floor. Robert's Rules of Order govern meeting procedures, provided that the Board may modify such rules as it deems necessary in order to run an efficient meeting.

**II. ARCHITECTURAL COMMITTEE (AC)**

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**A. Actions Requiring Approval / General Information**

*Decs, Article V*

To obtain approval for such actions as required, owners must write a letter detailing their request and submit it to the Property Management Company. Owners are responsible for obtaining a receipt indicating the date that they submitted the letter. The Board of Directors or Architectural Committee shall approve or deny all submissions within thirty (30) days from the submission date unless more time or additional information is required. Examples of items requiring a submittal would be the installation of a new roof, painting, installing central air conditioning, new windows/doors, garage doors, adding front or rear decks, installing or changing landscaping, installing fencing, or any home modification or addition. If an owner is unsure about any item or request, it is the owner's responsibility to contact the Property Manager. All builders, homeowners, contractors, subcontractors and/or their designated representatives shall comply with the following Design Review Procedures in order to gain approval for any improvement to property within the Kettle Creek Homeowners Association.

All construction that is to be undertaken within the Association, whether new residential construction, subsequent exterior renovations, remodels, home site improvements, including but not limited to, repainting, reproofing, replacement of walks, driveways, drainage, fencing, lighting, landscape planting or other exterior improvements, is subject to review pursuant to the governing documents.

**Unless otherwise specifically stated, complete drawings and plans for a proposed improvement must be submitted to the AC and the written approval of the AC obtained before the improvements are made. Please refer to the Association's Design Guidelines for more specifics.**

### **III. ARCHITECTURAL REVIEW**

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These are some but not all of the type of items that require ARC approval. For any item not specifically listed here or in these Rules, please contact the Property Management Company:

- 1. Accessory Structures**
- 2. Air Conditioning Equipment**
- 3. Awnings/Patio Covers/Shutters**
- 4. Exterior Lighting**
- 5. Fencing**
- 6. Hot Tub/Jacuzzi**
- 7. Solar Equipment/Skylights**
- 8. Painting/Repainting**
- 9. Recreation and Sports Equipment**
- 10. Swimming Pools**
- 11. Dog houses**

### **IV. COMMON AREAS**

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*Common Area shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners.*

Personal possessions (stereos, tools, bicycles, patio furniture, tents, toys, barbecue grills, etc.) must not be left in the Common Areas, on streets or sidewalks. When not in use, all articles must be stored inside the home or on the patio, as appropriate. The Association disclaims any and all liability for any article left in these areas or any resulting injury. Residents and guests are not permitted to climb/walk on fencing, filing signs or retaining walls. Owners are responsible for any damage to any property (landscaped areas, fencing, signs, sprinkler system apparatus, etc.) or injury to guests, tenants, etc., due to their own actions, or actions on the part of their family members, residents, guests, or pets, etc. The Association disclaims any and all liability for any such activities conducted in the community. Owners, tenants, guests, and their family members are not allowed to play any games of any nature so close to the homes as to create a danger to the home or cause Common Area or personal property damage. In the interest of safety, owners must supervise their family members to avoid potential hazards in the common areas (landscape or terrain hazards, utility boxes, rock areas, etc.).

**Snow Removal:** Each owner is responsible to remove snow from his or her sidewalks; this includes all sidewalks on the Lot that border a street. Please reference Colorado Springs City Code, updated by Ordinance 06-162 passed September 26, 2006, the following information and policies apply:

3.4.202: It shall be unlawful for the owner to permit snow or ice or both to remain on the sidewalk which abuts the real property, or to which the real property is adjacent, or upon any sidewalk located upon the real property subject to a public easement or right of way, at any time after:

- For residential property, twenty four (24) hours after the termination of the falling snow

Violation shall constitute negligence and an unlawful act, subjecting the violator to civil liability for any injury proximately caused by the violation, civil liability for the costs of removal and criminal prosecution.

## **V. RESTRICTIONS**

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*Decs, Article 4*

### **A. Nuisances - Bright Lights/Loud Noises**

Noxious, hazardous or offensive activities are prohibited, as is any activity that deprives other residents of the peaceful enjoyment of their homes. This includes, but is not limited to, loud noises, bright lights and offensive odors.

### **B. Trash**

Homeowners are to store their trash containers in the garage or in the back yard of the home (if screened by a privacy fence) so long as they are not visible from the street, except for the day of collection services.

Owners with corner Lots are not permitted to store trash containers in their back yards unless they have a perimeter Lot fence installed that has been approved by the ACC. All containers are to have an attached lid and be secured to prevent them from blowing away. Recycling containers must be maintained in a likewise manner. All Lots must be maintained in a clean and wholesome condition, and no trash or unsightly objects are allowed to accumulate on any Lot.

### **C. Vehicles and Parking**

No trailers, campers, boats, mobile homes or other recreational vehicles (RV's) may be parked on the streets or any Lot except within a fully enclosed garage or temporarily on the driveway of the home for the purpose of temporary loading and unloading while being actively attended. Under no circumstance shall ANY vehicle or trailer be parked on any portion of the landscaping of any Lot or anywhere else on the lot except within a fully enclosed garage or upon the driveway of the home (temporarily only for trailers, campers, boats, mobile homes or other RV's).

No vehicle may be parked on the street overnight. Overnight is defined as between the hours of 2 a.m. and 5 a.m. In cases where there is a temporary extenuating circumstance requiring the use of the street for overnight parking, Owners may petition the Board of Directors for a temporary variance to this regulation. All vehicles shall meet local noise requirements; automobiles and motorcycles must have mufflers in good working condition.

Vehicles also must be properly maintained and not create a disturbance or annoyance to others. Oil changes, brake replacement, fluid changes or other more involved vehicle repairs are not permitted unless they are performed inside the garage. All vehicles will be parked so as not to inhibit traffic or damage surrounding natural landscape or adjoining property. No recreational vehicles or utility trailers may be parked on the property unless placed within an enclosed garage or structure approved by the AC.

#### **D. Pets:**

These Rules are necessary for the health, safety, welfare, comfort and property values of the Kettle Creek Homeowners Association.

- Domesticated birds or fish and other small domestic animals permanently confined indoors will be allowed. No other animals, except an aggregate of not more than four (4) domesticated dogs or cats (which must be fenced or restrained at all times within the Lot), will be permitted within the Property.
- No pet shall be permitted to run loose anywhere in the community and must be fenced or restrained by electronic fence controls at all times within the Lot. No pet shall be permitted to bark, howl, whine or otherwise create any obnoxious sound, odor, or disturbance.
- No animal of any kind shall be permitted which, in the opinion of the Board of Directors makes an unreasonable amount of noise, odor or is a nuisance.
- If the Association determines a pet is an unreasonable burden or is a danger to the community because of a bite or attack, excessive barking, wildlife chasing or attacks, noise or other activities, the Association may require the owner of the pet involved take measures to mitigate or eliminate the problem, including permanent removal the identified pet from the home. If an owner has more than one dog/pet and the individual dog/pet causing the violation can not be determined, the owner may be subject to remove all pets from the home.
- All pet(s) must be on a physical leash in the hands of the owner or responsible person outside the confines of your Lot. No pet shall be allowed to damage the grass, trees, shrubs, or any other portion of the Common Areas.
- Incessant, unreasonable barking can be disturbing to the peace and quiet of a neighborhood and it violates this Rule and both City and County ordinances to harbor such a disturbance. City law dictates it shall be unlawful for any person to own or keep any pet, which by barking, howling, yelping or other utterance disturbs the peace and quiet of the neighborhood (City Law 11-1-115).
- No pet shall be permitted to defecate on the common area walks, landscape areas, or elsewhere outside your Lot without it being cleaned up immediately.
- No pet(s) shall be kept for the purpose of breeding, boarding, or any other commercial purposes.

#### **Owner's Duties:**

The owner of any pet shall assume any and all liability for the pet and its compliance with the governing documents. The owner of a pet hereby releases the Association, its agents and representatives, from any claims regarding such pet and shall indemnify and hold the Association, its agents and representatives, harmless from any and all liability for bites, enforcement of these Standards, injuries, damages, claims or expenses, including without limitation reasonable attorney's fees, relating to the pet. The owner of a pet shall insure that it is kept in a clean, quiet and controlled condition. The owner of a pet agrees the Association may revoke the right of the pet owner to keep the pet in the home if there is any infraction of the governing documents and may require immediate removal of that animal.

An owner of a Lot shall advise his guests, occupants or tenants of the governing documents and any future Community Standards, and the owner shall be responsible for compliance by such people, including without limitation, the payment of fines and the removal of any persons dogs or pets from the premises if any violations occur. Any person entering the community shall be deemed to be aware of the governing documents and to agree to comply fully and promptly with these requirements.

**E. Garage Doors:** Owners must keep their garage doors closed except when being used for ingress or egress to or from the garage in an effort to deter unwanted neighborhood theft and maintain a pleasing appearance at the front of the residence.

**F. Outside Storage:** Equipment, tools and other items shall be stored in an enclosed structure or stored out of sight when not in use, or stored in such a way as not to be visible from the neighboring properties or adjoining streets.

**G. Signs:** Any sign on any Lot must be in compliance with the Design Guidelines. No signs may be posted on any fence or Common Area.

## **VII. INSURANCE**

For specific questions regarding the Master Policy, please contact the Property Management Company. The Association carries a master insurance policy for the Common Areas of the community. Each owner is responsible for his or her own safety nor is the Association responsible for any personal property belonging to the owner. Each owner is responsible to obtain adequate insurance coverage for your home and personal belongings.

## **VIII. PROPERTY MANAGEMENT**

Z & R Property Management  
6015 Lehman Drive, Suite 205  
Colorado Springs, CO 80918

Email: [Darren@zandrmgmt.com](mailto:Darren@zandrmgmt.com)

Office: 719-594-0506 / Fax: 719-594-0473

## **IX. ENFORCEMENT**

Prior to the levying of any fines, the Board of Directors shall hold a hearing pursuant to Article VI, Section 6.07 of the Kettle Creek HOA Declaration of Covenants, Conditions and Restrictions.

### Fine Schedule.

A. The following fines are guidelines for violation of the provisions of the Declaration, Bylaws, Rules and Regulations, Design Guidelines and other Resolutions of the Association:

First violation:	Courtesy reminder letter
Second violation:	Warning letter/Notice of Hearing
Third and subsequent violations:	\$50.00 per occurrence

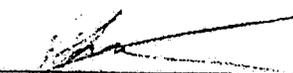
Continuing violations shall be considered a separate occurrence for each day it continues and a per diem fine may be imposed after the hearing until such time as the violation is remedied.

**The Board reserves the right to fine for first violations that involve health and safety issues and other violations where a warning may not be deemed necessary by the Board in its reasonable discretion. Additionally, upon prior written notice, the Board reserves the right to levy fines in excess of the above referenced schedule, if the fines set forth in this schedule are not likely to provide effective incentives to induce compliance.**

The Board may waive all, or any portion, of the fines if, in its reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the Declaration, Bylaws or rules.

- B. All fines shall be due and payable upon notice of the fine and will be late if not paid within 10 days of the date that the Owner is notified of the imposition of the fine. An interest charge to match the interest rate in the Covenants may be invoked on any fine balance that equals or exceeds the amount \$100. All fines and late charges shall be considered an assessment and may be collected as set forth in the Declaration. Fines shall be in addition to all other remedies available to the Association pursuant to the terms of the Declaration and Colorado law, including the Association's right to collect attorney fees as authorized by Colorado law.

Adopted by the Board of Directors of the Kettle Creek HOA at a duly called meeting of the Board of Directors on October 29, 2009 to be effective on January 1, 2010.

  
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President - Scott Plantenberg  
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Secretary - Mike Cather

Additional copies of this booklet are available from the Property Management Company or can be printed/viewed on the website: [www.kettlecreekhoa.com](http://www.kettlecreekhoa.com)