

**USE, MAINTENANCE AND LIVING ENVIRONMENT STANDARDS  
FOR  
KISSING CAMELS ESTATES**

Pursuant to the authority granted by that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservations for Kissing Camels dated January 31, 2004, and filed for record February 6, 2004 at Reception No. 204032677, of the real estate records of the Clerk and Recorder of El Paso County, Colorado (the "Master Declaration"), these Use, Maintenance and Living Environment Standards have been adopted by the Executive Board (the "Board") of Kissing Camels Property Owners Association (the "Association"), and shall apply to all that certain real property from time to time subjected to, and governed by, the terms and conditions of the Master Declaration, as amended from time to time (the same denoted as the "Real Estate" in the Master Declaration, and as the "Property" in this document).

These Use, Maintenance and Living Environment Standards have been promulgated in conjunction with an overall plan of development for Kissing Camels Estates (the "Estates") and to protect and enhance the quality, value, desirability and attractiveness of the Property.

**Article 1 – Definitions**

**1.1 Definitions:** Unless the context clearly indicates otherwise, the capitalized terms used in this document shall have the meanings ascribed to them in the Master Declaration. References herein to the term "Lot" shall mean a platted building site, or portion thereof, within the Property intended to be used for the construction of a single-family residential dwelling unit (the latter hereinafter referred to as a "Dwelling Unit").

**Article 2 – Use, Maintenance and Living Environment Standards**

**2.1 Uses:** In order to protect and enhance the gracious residential character of the Property, all Lots in the Property shall be used exclusively for private residential purposes. No Dwelling Unit erected or maintained within the Property shall be used or occupied for any purpose other than for a private, single-family dwelling. No business, profession or other commercial enterprise of any nature shall be conducted on any Lot or in any Dwelling Unit, structure or other Improvement located thereon except in accordance with the terms and conditions of the Master Declaration and such other rules and/or any duly authorized committee of the Board. Nothing herein shall be deemed to limit or restrict the right, power and authority of the Board to interpret or promulgate additional or substitute minimum standards, rules, regulations or procedures with respect to home office activities. The Board shall be the sole authority with respect to home office uses and shall exercise broad discretionary powers in this regard.

**2.2 Rentals:** No room or rooms in any Dwelling Unit or parts thereof may be rented or leased and no paying guests shall be quartered in any Dwelling Unit. Nothing contained in this provision, however, shall be construed as preventing the renting or leasing of an entire Lot, together with its Dwelling Unit or other Improvements, as a single unit to a single family so long as the same is accomplished in accordance with the provisions of Section 8.6.10 of the Master Declaration.

**2.3 Building and Grounds Conditions:** Each Owner shall maintain the exterior of his or her Dwelling Unit, and all other structures and Improvements upon his or her Lot, in good condition, shall maintain them in a neat and attractive manner, and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be

stained or repainted periodically and before the surfacing becomes weather beaten or worn off. Periodic exterior maintenance also includes repair and maintenance of gutters, down spouts, roofs, paving, lawns, shrubs, trees, other landscaping material, fences, mail boxes and outdoor lighting. If an Owner fails to properly perform such maintenance, Declarant or the Association (acting by and through the Board) may, after giving thirty (30) days written notice, effect such repairs and maintenance as it deems necessary in its judgment to maintain the standards of the Property. Entry to effect such repairs and maintenance shall not be deemed a trespass and the Owner shall be liable for all costs incurred in connection with the repairs and maintenance.

**2.4 Unsightly Conditions:** Each Lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other materials shall be permitted to remain exposed upon any Lot so as to be visible from any nearby properties or streets, except as necessary during a period of construction and as permitted hereunder.

**2.5 Garages and Garage Doors:** Once approved as a garage, the use of the garage area must continue at all times to be for parking, storage and other purposes normally associated with a garage, and for no other purposes without the prior approval of the Board. Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.

**2.6 Maintenance Equipment:** All maintenance equipment shall be stored in an enclosed building or otherwise adequately screened so as not to be visible from nearby properties or streets.

**2.7 Clotheslines:** No outdoor clothes poles, clotheslines and other facilities for drying or airing of clothing or household goods shall be placed on any Lot unless approved by the Board and screened by a fence or shrubbery so as not to be visible from nearby properties or streets.

**2.8 Swing Sets, Playhouses, Play Areas, Etc.:** No recreational structure, playhouse, swing set, jungle gym, slide or other similar apparatus shall be constructed or placed upon any Lot unless it is approved by the Board prior to construction and/or installation, and unless it is constructed and/or installed to minimize visual impact in compliance with guidelines published by the Board. Fixed in place basketball backstops are not permitted; however, folding backstops are acceptable without prior approval so long as they are rolled into the garage or elsewhere completely out of sight when not in use.

**2.9 Refuse:** No unsightly objects or materials, including but not limited to ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefore, shall be stored, accumulated or deposited outside or so as to be visible from any nearby properties or streets, except during refuse collections.

**2.10 Nuisances:** No hazardous, noxious or offensive activity shall be carried on upon any Lot or in any Dwelling Unit, nor anything done thereon or therein tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No annoying lights, sounds or odors shall be permitted to emanate from any Lot or Dwelling Unit.

**2.11 Sound Devices:** No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Improvement or within an Lot without the prior approval of the Board.

**2.12 Antennae:** Satellite dishes and similar receiving equipment are allowed only with the prior approval of the Board, and then only if adequately screened or fenced so as to minimize visibility from properties or streets within the Estates.

**2.13 Exterior Lighting:** All exterior lighting installed on any Lot shall either be indirect or of such control, focus and intensity so as to not disturb the occupants of residences on nearby properties.

**2.14 Landscaping:** Within three (3) months after completion of a Dwelling Unit or other structure or Improvement, or within any extension of that period granted by the Board in its sole discretion, all yards and open spaces, except as prevented by subsequent construction activities, shall be landscaped and thereafter maintained in lawn or landscape. (See Design Guidelines: Section 4 – Landscape Guidelines.)

**2.15 Weeds:** Each Lot shall at all times be kept free from weeds and other unsightly growth, plants or weeds infected with noxious insects or plant diseases (including mistletoe and pine beetle) and from weeds which are likely to spread to, or cause the spread of infection to, neighboring property. Each Lot shall also at all times be kept free from brush or other growth or trash which causes undue danger of fire.

**2.16 Mowing and Pruning:** In order to effect insect, weed and fire control and to prevent and remove nuisances, the Owner of any Lot upon which a building has not been constructed shall mow, cut, prune, clear and remove from the premises unsightly brush, weeds and other unsightly growth, and shall remove any trash which may collect or accumulate on the Lot.

**2.17 Transmitters:** No transmitter that impacts a neighbor shall be operated in or on any Improvement or Lot.

**2.18 Animals:** No animals, except a reasonable number of domesticated dogs, cats, birds or other bona fide domesticated pets, shall be permitted on any Lot. Except in extenuating circumstances (and even then, only with the approval of the Board), a "reasonable" number of dogs and cats shall be no more than three (3) in the aggregate. No animal of any kind shall be permitted which makes an unreasonable amount of noise or odor or otherwise is a nuisance or health or safety risk to neighbors or the neighborhood. No animal shall be kept, bred, or maintained within the Property for any commercial purposes. All animals must be on a leash or under Owner control at all times when outside of the Owner's fenced area. Animals shall not be permitted to run loose. If an animal should run loose, the Owner thereof shall be responsible for all costs associated with the animal being picked up or brought under control. In the event of repeated and willful violations by an Owner, the Board may permanently restrain and enjoin the Owner from keeping said animal on the Owner's Lot. No dogs or other pets shall be chained outside of the Dwelling Unit.

**2.19 Vehicles:** No motor vehicle, boat, trailer (whether for boating, camping, hauling or otherwise), camper (on or off supporting vehicle), tractor, commercial vehicle, mobile home, house trailer, recreational vehicle, motor home, self-contained motorized vehicle, off-road vehicle, motor-driven cycle, towed trailer unit, shall be stored or parked overnight on any street or within any Lot (except in a completely enclosed building such as a garage). Parking on the private streets within the Property shall be allowed subject to the foregoing restrictions so long as the vehicle is parked only temporarily in connection with a social function or while engaged in actual transportation or delivery to or from a Lot or Dwelling Unit.

**2.20 Inoperative Vehicles:** No unused, stripped down, partially wrecked or inoperative motor vehicle or part thereof shall be permitted to be parked on any street or within any Lot in such a manner as to be visible at ground level from any nearby property or street, unless fully screened in a manner approved by the Board. An unused vehicle shall be any vehicle which is not property licensed or registered or has remained immobile for more than a week as determined by the Board.

**2.21 Vehicle Repairs:** No maintenance, servicing, repair, dismantling, sanding or repainting of any time of vehicle/boat, machine or other device may be carried on except within a completely enclosed Improvement which screens the sight and sound of the activity from nearby property and streets.

**2.22 Flammables:** No Owner shall use or permit to be brought into or stored on any Lot any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene in large enough quantities to be deemed hazardous to life, limb or property.

**2.23 Fuels; Incinerators; Barbecues:** No coal or other type of fuel which gives off smoke shall be used for heating, cooking or any other purpose; provided however, the foregoing restriction shall not be deemed to apply to the occasional burning of wood in a fireplace or charcoal or other fuel in a barbecue. No outdoor burning of trash or garbage shall be allowed on the premises. No barbecue or other outdoor cooking pit shall be located nearer to another Lot line than any setback line.

**2.24 Storage Tanks:** No underground or elevated tanks of any kind shall be erected, placed or permitted upon any part of a Lot except with the approval of the Board.

**2.25 Signs:** The only signs permitted on any Lot or Improvement shall be:

- a. One sign of no more than 24" x 36" including frame, and no more than four feet above the ground, and of reasonable format, for offering of the signed property for sale or for rent;
- b. One sign of customary size for identification of the occupant and address of any Dwelling Unit as approved by the Board;
- c. Signs for identification of the Property as a whole installed by, or with the permission of, the Board;
- d. Signs as may be necessary to advise of rules and regulations or to caution or warn of danger or give direction; and
- e. Such other signs as may be required by law or approved by the Board.

Except for permitted signs, there shall not be used or displayed on any Lot or Improvement, any signs or any banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental. All permitted signs must be professionally painted, lettered and constructed and shall be placed only on the Lot to which they pertain.

**2.26 Authority of Board:** The Board and/or any properly authorized committee of the Board shall have the authority to interpret and enforce the provisions of these Use, Maintenance and Living Environment Standards, and shall also have the authority to, though it need not, grant variances when circumstances reasonably require. Variances should generally only be granted, however, when unique circumstances so dictate, and in no event shall a variance (a) be effective unless in writing, (b) be contrary to the provisions of the Master Declaration, or (c) estop the Board from denying another or similar variances in other circumstances.

**Certification/Ratification:**

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of Kissing Camels Property Owners Association, a Colorado nonprofit corporation, and that the foregoing Use, Maintenance and Living Environment Standards were duly approved, ratified and adopted by the Executive Board of Kissing Camels Property Owners Association on October 6, 2004.

In witness whereof, I have hereunto subscribed my name and affixed the seal of said Association this 25<sup>th</sup> day of October, 2004.

Anna Lou Harmes