

Residential Design,  
Construction, Remodel, and  
Landscape in  
“Kissing Camels Estates”

# KCPOA DESIGN GUIDELINES

Revision Date: January 2022

Architectural Review Committee

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# KCPOA Design Guidelines

## KCPOA Terms and Definitions

Words, terms and phrases used within these Design Guidelines shall have the meanings set forth below:

**“Actual Square Footage”** - A measurement of the living level area which is the square footage of heated floor area devoted to living purposes on the street level, exclusive of unroofed porches, patios, terraces, basements (finished or unfinished), lofts or garages on the Preliminary Construction Plan or Construction Set, whichever has been approved at the time of measurement.

**“ARC”** - The KCPOA Architectural Review Committee, appointed under the authority of Article 9 of the Covenants with primary responsibility for establishing and enforcing written use and development restrictions, design guidelines, policies and procedures and architectural controls over KCE to assure the proper use and appropriate and harmonious development and improvement of all properties within KCE. Email: [arc@kc-poa.com](mailto:arc@kc-poa.com)

**“Benchmarks”** - Documented elevations, measured in “feet above sea level”, at specific locations within KCE, from which other elevations may be established.

**“Breezeway”** - A covered walkway, open to the outside, connecting two parts of a building or two buildings.

**“Community Manager”** - Professional staff hired by KCPOA to manage affairs of KCPOA as determined from time to time by the Executive Board.

**“Construction Set”** - The final, approved, RBD stamped set of construction plans described more fully in Section 3.6 of these Design Guidelines.

**“Covenants”** - The Amended and Restated Declarations of Covenants, Conditions, Restrictions and Reservations for Kissing Camels, recorded in the Office of the Clerk and Recorder of El Paso County on February 26, 2004 under Reception No. 204032677, contractually articulating governance for KCE and KCPOA, all owners of property within KCE, all development within KCE, and the use and enjoyment of the assets of KCPOA by its members.

**“Covenant Standards”** - Required specifications for Setbacks, minimum square footage, maximum elevations, number of permitted stories, Vertical Wall height limitations and other requirements or limitations, such as lofts and Walkouts, applicable to each Lot and Filing within KCE and set forth in detail in Appendix B to these Design Guidelines.

**“Curb and Gutter”** - The concrete edging of a street or road, and drainage for surface water along the edging, directing surface runoff water to stormwater drains within KCE.

**“Design Package”** - The Site Survey and Preliminary Construction Plan, followed by Final Construction Plan, and documents described more fully in Section 3.4 of these Design Guidelines and included on the Design Package Checklist in Appendix A.

- “Design Professional”** – A Colorado licensed architect and/or engineer, and its draftspersons and consultants, under contract with the owner or applicant for the design of new construction, and modification, additions, alterations or renovations to existing construction.
- “Executive Board”** – The governing authority for KCPOA, authorized and empowered under Section 5.1 of the Covenants, with the powers and duties enumerated in Section 5.2 of the Covenants.
- “Final Design Approval”** – The approval issued for the commencement of construction issued by the ARC pursuant to the provisions of Section 3.8 of these Design Guidelines after full and complete submissions outlined in Section 3.7 of these Design Guidelines.
- “Garden Level”** – A living level below the main living level, which is not a Walkout or Lower Level, and which has windows, some or all of which are either partially or totally visible above final grade.
- “General Contractor”** – A Colorado licensed contractor, under contract with the owner or applicant, responsible for the day-to-day oversight and completion of new construction, and modification, additions, alterations, or renovations to existing construction, pursuant to Final Design Approval, as well as the proper management of vendors, trades, suppliers, materials, site management and construction scheduling.
- “KCE”** – Kissing Camels Estates, a real estate development located in El Paso County, Colorado Springs, Colorado which has been developed under the terms, conditions and restrictions of the Covenants and governed by KCPOA.
- “KCPOA”** – Kissing Camels Property Owners Association, a Colorado nonprofit corporation, formed to govern KCE and consisting of all property owners within KCE as its members and administered by the Executive Board, its delegated committees and the Community Manager.
- “KCPOA Management Office”** – The Association business office, located at 1365 Garden Level of the Gods Road, #108, Colorado Springs, CO 80907, where professional staff hired by KCPOA are located and can be reached.
- “Landscape Plan”** – The plan for landscaping a lot as part of new construction to be prepared pursuant to the provisions of Section 9 of these Design Guidelines and submitted to the ARC for approval.
- “Loft”** – A heated floor living space, over a first floor living level, which is not enclosed or partitioned into rooms, is open to the heated floor living space below, and which is permitted within KCE under the parameters set forth in Section 6.17 of these Design Guidelines. Single story homes with a Walkout or Garden Level are not permitted to also have a loft.
- “Lower Level”** – A living level, below the main living level, which is not a Walkout or Garden Level and which has no windows or entryways visible above final grade. This is also sometimes referred to as a basement.
- “Minimum Square Footage”** – A measurement of living level area which is the square footage of heated floor area devoted to living purposes on the street level, exclusive of unroofed porches, patios, terraces, basements (finished or unfinished), lofts or garages.

- “Multi-Residential Developments”** - Developments within KCE, under the control of a developer or developers or group of builders and for which a development agreement has been negotiated with KCPOA.
- “Notice of Completion”** - The notice provided by the property owner to the ARC pursuant to the provisions of Section 3.12 of these Design Guidelines.
- “Notice of Non-Compliance”** - The notice provided by the ARC, under the provisions of Section 3.11.4.a of these Design Guidelines, to an owner during construction and before Notice of Completion, setting forth an issue or issues in the construction process required by the Final Design Approval which are either incomplete, missing or incorrectly completed.
- “Parapet Wall”** - A low wall, usually an extension of a building’s main exterior wall, which is raised along the edge of a roof to serve as a safety barrier, screen, or aesthetic/architectural component of the building.
- “Preliminary Approval”** - The approval issued by the ARC to an owner following submission and review of a complete Design Package and authorizing the owner to proceed to a Final Design Approval.
- “Preliminary Construction Plan”** - The plans, drawings and specifications and accompanying documents and data set forth in Section 3.3 of these Design Guidelines which, together with the Site Survey, compose the Design Package to be submitted to the ARC for Preliminary Approval.
- “RBD”** - The Pikes Peak Regional Building Department, an inter-governmental agency whose primary mission is the enforcement of building codes and standards, approval of all commercial and residential construction plans, and building inspections.
- “Setbacks”** - The distance from each respective lot line to an element of property improvement (excluding landscaping). Examples of property elements are: foundations, window wells, roof eaves above the foundations, driveways, cantilevered fireplace structures, walkways, and bow and bay windows.
- “Site Survey”** - A professionally prepared survey containing the requirements set forth in Section 3.2 of these Design Guidelines, which, together with the Preliminary Construction Plan forms the Design Package.
- “Skylight”** - A window in a roof or ceiling of a structure through which light enters the house.
- “TOF”** - The professionally surveyed measurement of the elevation in “feet above sea level” taken at the top of a poured foundation.
- “TOR”** - The professionally surveyed measurement of the elevation in “feet above sea level” taken at the top of the roof ridgeline.
- “Vertical Wall”** - An exterior wall, whether structural or non-structural, which is a two-dimensional plane of any height and width, perpendicular to the main living level floor plane, which has no significant architectural features to visually and dimensionally break up the appearance of the mass and height.
- “Walkout”** - A living level below the main living level, which opens to and provides entry from the rear or front of the residence and which is permitted only on those lots so designated within the Covenant Standards (Appendix B).

**“Xeriscape”** - A category of landscaping that reduces or eliminates the need for irrigation as detailed further in Section 9.19 of these Design Guidelines.

**“Zero Entry”** - Also known as “zero step”, this is an adjustment to the construction of a home’s foundation that reduces or eliminates the necessity for a step up to the first living level of a home, typically intended to provide accessibility which is easier and safer.

# 1.0 KCPOA Design Guidelines

## **General Purpose & Authority**

These Design Guidelines have been developed by the Kissing Camels Property Owners Association (“KCPOA”) to assist owners with new home construction, home remodel, and landscape projects. These Design Guidelines provide the **Covenant Standards** (Appendix B) that must be adhered to for each unique lot as well as the Site (Section 5.0), Architectural (Section 6.0), and Landscape (Section 9.0) Design Guidelines for all properties located within Kissing Camels Estates (“KCE”). Section 9.5 of the **Covenants** requires the preparation of Design Guidelines which apply to any construction or landscaping within KCE, including any alteration of any previously approved improvement to the property. Article 9 of the **Covenants** is incorporated by reference into these Design Guidelines as if fully set forth herein. The provisions within the Covenant as to Improvements, as defined in Section 9.2, and Design Review shall control these Design Guidelines unless these Design Guidelines establish more specific requirements and specifications.

These Design Guidelines serve to protect KCPOA and the KCE neighborhood in two important ways. First, they ensure that the community is a beautiful place to live, one that the member residents can always be proud of. And second, their application and enforcement enhance the real estate values and community stature within the greater Colorado Springs area.

These Design Guidelines are published under specific authority given to the Executive Board of KCPOA under Article 5, Section 5.2; Article 8, Sections 8.1 and 8.2; and Article 9, Sections 9.2 and 9.3 of the Amended and Restated Declarations of **Covenants**, Conditions, Restrictions and Reservations for Kissing Camels (“**Covenants**”), recorded in the Office of the Clerk and Recorder of El Paso County on February 26, 2004 under Reception No. 204032677. The **Covenants** govern all development, construction, landscape and improvements on real property within KCE.

These Design Guidelines do not apply to Sub-associations within KCE that have their own architectural guidelines and committee for the enforcement of same, unless the construction is a new build custom home that is not a preapproved plan for that sub-association.

## **Amendments**

With the approval of the Executive Board, these Design Guidelines may be adopted, amended and repealed from time to time. **Each owner is responsible for obtaining a copy of the most recently revised Design Guidelines prior to beginning design of any new project or improvement to any property within KCE.** The current Design Guidelines can be viewed and/or downloaded at the [KCPOA WEBSITE](#).

Any **existing** Improvements on a Property, at the time of an amendment to these Design Guidelines, will not be in violation so long as the Improvement existed in compliance with the Design Guidelines and **Covenant Standards** then in effect.

## **2.0 Architectural Review Committee (ARC)**

### **Purpose & Responsibilities**

The ARC is exclusively responsible for review and approval of all requests for new construction, modifications, additions and alterations to existing construction, and new and redesigned landscape for all properties within KCE. No approval will be required for exterior structure and landscape maintenance where original materials, colors, and design, that were previously approved by the ARC, remain the same.

The ARC and its committee members can be reached by email at: [arc@kc-poa.com](mailto:arc@kc-poa.com)

## **3.0 The Design Review Process**

### **General Information**

The homeowner is responsible for the timely submittal of the proper forms, documents, plans and fees, referred to as the “Design Package”, detailed in Sections 3.1 through 3.7 below, to the ARC. The ARC will evaluate all development proposals on the basis of the **Covenant Standards** (Appendix B) and these Design Guidelines. The **Covenant Standards** are definitive and absolute design parameters. The Design Guidelines articulate the KCE aesthetic requirements, which are broader in nature, allowing for individuality, and subject to **Final Approval** by the ARC.

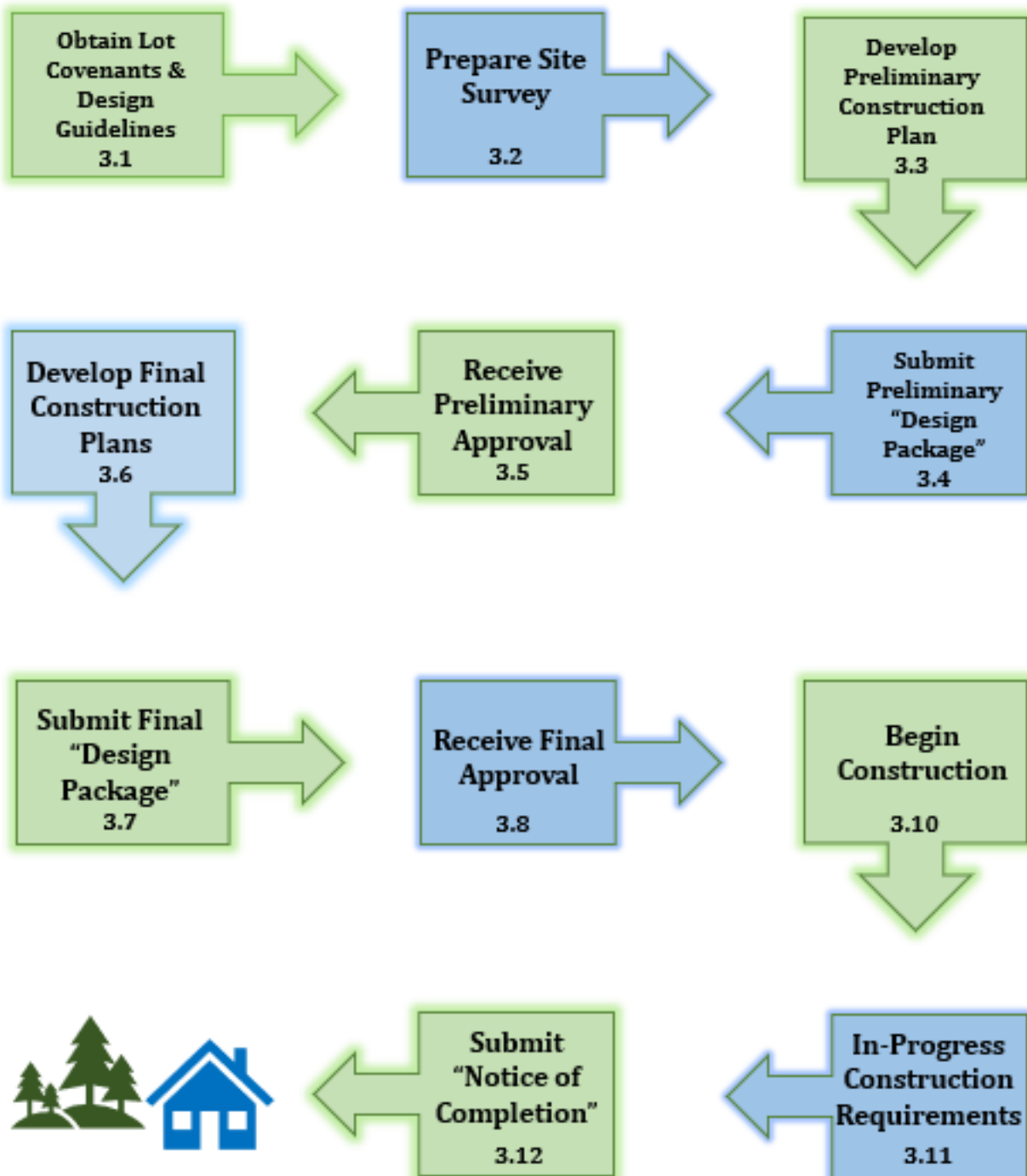
The Design Review Process varies depending upon the nature of the proposed project. In all cases, the owner must obtain the services of a licensed architect, landscape designer, geotechnical consultant, surveyor and general contractor, as appropriate. The owner and all consultants must CAREFULLY REVIEW the Covenants and these Design Guidelines prior to commencing with the Design Review Process.

### **Process Steps**

- Step 1. Obtain Lot **Covenant Standards** and Design Guidelines
- Step 2. Prepare the **Site Survey**
- Step 3. Develop the **Preliminary Construction Plan**
- Step 4. Submit the Design Package for **Preliminary Approval** by the ARC
- Step 5. Receive **Preliminary Approval** (or Request for Changes) from the ARC
- Step 6. Develop Final Construction Plans
- Step 7. Submit the Design Package for **Final Design Approval** by the ARC
- Step 8. Receive **Final Design Approval** from the ARC
- Step 9. Begin Construction
- Step 10. In-Progress Construction Certifications & **Landscape Plan**
- Step 11. Submit **Notice of Completion**

The steps in this process will vary depending on the scope and complexity of the project. In each case, complete and accurate information submitted in the Design Package will ensure that the process flows as efficiently as possible. Refer to the following “Flow Chart” for a visual representation of the Design Review Process and Sections 3.1 through 3.13 for detailed information on each of these steps.

# Design & Build Process Steps



### 3.1 Obtain Lot Covenant Standards & KCPOA Design Guidelines

#### Lot Covenant Standards

Specific **Covenant Standards** are articulated for each individual lot within KCE. These Covenant Standards are definitive and absolute design parameters. The Covenant Standards can be found in Appendix B of these Design Guidelines.

To locate the **specific Covenant Standards** for a property, utilize the **FILING NAME, FILING NUMBER, BLOCK NUMBER** (if applicable), **AND LOT NUMBER** for the property. Use this information to find the appropriate pages in Appendix B which address critical information pertaining to the lot:

1. Lot Line **Setbacks** - Front, Rear, and Sides
2. Minimum Square Footage - Per Story
3. Number of Stories allowed
4. Walk-out - if allowed
5. Maximum Foundation Elevation (aka: **TOF** in these Design Guidelines)
6. Maximum Height (aka: **TOR** in these Design Guidelines)
7. Driveway Access
8. Other Standards, Definitions and Filing Notes

The definitions of each parameter, as specified in the **Covenant Standards** or these Design Guidelines, shall be applied in all cases.

## 3.2 Prepare Site Survey

### Purpose

Complete and accurate knowledge about a property as a “building site” is essential for beginning the design of a new home or home addition. The owner must retain the services of a registered and licensed civil engineer or surveyor who will place survey markers at the property corners and additional markers along the property lines, using iron pins/rebar. Elevation **Benchmarks**, have been set within the community, establishing “feet above sea level” at each of these locations, the nearest of which must be used as a reference point for survey purposes, and have been provided in these Design Guidelines (Appendix D).

### Topographic Site Survey Components

The engineer/surveyor must next produce a comprehensive topographic **Site Survey**, drawn to the scale of

1” = 10’-0”, indicating, at a minimum, the following information:

1. North Arrow
2. Property Lines
3. Legal Description
4. Existing Topography at Contour Interval Levels of one (1’) foot
5. All Platted and Recorded Easements, including Utility and Drainage Easements
6. Lot Zoning Information
7. Required Building **Setbacks** from all Property Lines
8. Maximum Top of Foundation Elevation Requirement (**TOF**)
9. Maximum Top of Roof Elevation Requirement (**TOR**)
10. The Location and Depth of Existing Utilities

### 3.3 Develop Preliminary Construction Plan

#### Construction Plan

A site-specific Construction Plan details **the design, specifications, and construction requirements** for the building project. The property owner must retain the services of a registered and licensed architect to develop these plans, utilizing the **Site Survey** and these Design Guidelines in conjunction with the owner's vision of the completed home.

#### Preliminary Construction Plan Components

Developed by the architect, the **Preliminary Construction Plan** contains detailed construction plans, drawings and specifications. It must be drawn to the scale of  $\frac{1}{4}'' = 1'$ , and provide, at minimum, the following information:

1. All Details Shown on the **Site Survey**
2. Building Footprint
3. Minimum Main Floor Square Footage
4. Floor Plan
5. Roof Plan - including extent of overhang and ridge configuration
6. Finished Floor Grades
7. Exterior Elevations - including roof heights, existing and finish grades, notations on exterior materials, and locations of exterior service areas
8. Driveway with Dimensions
9. Parking Area, if applicable
10. Mailbox design and location
11. Walls and Fences, if applicable
12. Patios, Decks and Porches
13. Pools, if applicable
14. Any Other Planned Amenities
15. Proposed Grading and Drainage
16. Appendix B Lot **Covenant Standards** Notation

## 3.4 Submit Design Package for Preliminary Approval

### Purpose

The “Design Package”, which includes the **Site Survey** and **Preliminary Construction Plan** as detailed in Sections 3.2 and 3.3 above, is submitted for “**Preliminary Approval**” as a critical step in the development and preparation of the **final** design and construction documents. The ARC will carefully review, or cause to be reviewed by licensed professionals, each component of the Design Package and will request any additions, corrections and changes needed in order for the Design Package to meet all criteria of the **Covenant Standards** and these Design Guidelines. If any such modifications are requested, the Design Package must be resubmitted to the ARC for its additional review prior to receiving **Preliminary Approval**.

### Design Package Components

The Design Package must include:

1. One copy of the **Site Survey**, containing all information as detailed in Section 3.2 (in hardcopy) and one copy of the **Site Survey** in the form of a PDF file (electronic).
2. One copy of the **Preliminary Construction Plan**, containing all information as detailed in Section 3.3 (hardcopy) and one copy of the **Preliminary Construction Plan** in the form of a PDF file (electronic).
3. “Design Review Application” Form - (See Appendix A: Forms)
  - a. New Construction - Form KCPOA-001
  - b. Remodel of Existing Property - Form KCPOA-002
4. Payment with Preliminary Design Package Application
  - a. Application Fee

See Appendix C, “Fee Schedule” for a complete listing of all fees due during the Design Review Process. Please Note: Additional fees may be required if the ARC determines, in its sole judgement, that a professional review of the Design Package is necessary. When this occurs, the Architectural Plan Review Fee shall be paid by the applicant, at the actual cost incurred.

5. **Sample Board** - A critical component of the Design Package that presents the material elements of the project’s exterior appearance for review and approval. **MUST be submitted in electronic form for the Preliminary Review.** The actual sample board must be submitted with the Final Review package, if not provided earlier.

- a. Displays samples of exterior materials and presents the colors of the roof, wall materials (paint, stucco, stone), exterior trim, windows, doors, stone and rock, fences and screening walls, exterior railings, and paving. The ARC may request other samples as needed.

- b. Must be of professional quality and not to exceed four (4') foot square.

Please Note: Once construction begins, the approved Sample Board must be displayed on-site, no later than the completion of foundation back-fill.

A “Design Package Checklist”, Form KCPOA-004 (see Appendix A), is provided for the owners’ and architect’s use, to ensure that all elements of the Design Package are in conformance and complete. The same checklist will be used by the ARC when reviewing the package presented for approval.

### **Submittal and Recommendations**

The complete Design Package must be submitted to the KCPOA Management Office; electronically and in hardcopy. The Community Manager will verify that all components of the package are included. Once verified, the Design Package will be submitted to the ARC and it will be placed on the agenda for review and discussion at a regularly scheduled ARC meeting and may be posted pursuant to KCPOA procedures for notifying potentially impacted property owners.

1. Consult the KCPOA website to determine the date & time of the next ARC meeting.
2. Submit the Design Package to the KCPOA Management Office at least 2 weeks prior to a regular meeting date (to ensure review at the upcoming meeting).
3. Plan to attend the ARC meeting with the project architect. This allows for immediate questions/answers, and clarifications regarding the Design Package between the ARC and the owner and their professional team.

## 3.5 Receive Preliminary Approval (or Request for Changes)

### Process and Notification

Upon completion of its preliminary review of the Design Package, the ARC will advise the owner of all comments, questions and recommended revisions, if any. This information will be provided verbally, if the owner and architect are in attendance, and additionally provided in writing. If the submittal is complete in terms of addressing each and all required elements, and the submittal meets the specifications set forth in these Design Guidelines and **Covenant Standards**, the ARC will issue a Preliminary Design Approval. Then, and only then, should the Final Construction Plans be prepared based on the approved or revised approved Design Package.

Until the Design Package receives **FINAL DESIGN APPROVAL** pursuant to Section 3.8, the Preliminary Design Approval may **not** be the basis for any construction activity on the site other than that which has been required to provide the Design Package. Until the Final Design Approval, the ARC has the discretion to direct changes or modifications based upon these Design Guidelines.

### Expiration of Preliminary Approval

The owner must proceed to Final Design Approval within six (6) months of receiving the ARC Preliminary Design Approval or the Preliminary Design Approval shall expire and be null and void and the Design Package must be resubmitted for a second preliminary review. If the newly submitted Design Package is altered from the originally approved package, a new Application Fee may be required.

## 3.6 Develop Final Construction Plans

### Definition and Process

The Final Construction Plans, also known as the “Construction Set”, are the detailed plans that must be used by all construction personnel in the building of a new home or remodel. This set of documents is the most important reference for the entire construction process, and it will be checked and verified countless times by construction workers and city/county/Regional Building Department (**RBD**) officials.

In preparing the Construction Set for ARC review and approval, they **must** be prepared using the plans that received Preliminary Design Approval, as noted in Section 3.5 above. Plans cannot be submitted for “**Final Approval**” that differ from any of the mandated and required elements in the **approved** Design Package. There are no exceptions to this policy and any changes in the documents, other than additional construction notes and details, will cause a re-start of the Design Review Process.

In addition, prior to submitting the Construction Set to the ARC, these construction documents must have been reviewed and approved by the **RBD**. **RBD** approved plans are **STAMPED** and dated to show that they meet all building codes and requirements.

### 3.7 Submit Design Package for Final Approval

#### Purpose

Even though the application for new construction or remodel received ARC Preliminary Design Approval, **Final Approval** cannot be given until the ARC has received a final set of construction plans bearing the stamp of approval by the RBD.

#### Package Contents

The Design Package must include:

1. One copy of the final Construction Set, including all items in Sections 3.3, 3.4 and 3.6, and RBD stamp (hardcopy) and one copy of the final Construction Set in the form of a PDF file (electronic) which will be retained by the ARC.
2. The appropriate “Design Review Application” Form, specifically including the **Estimated Project Schedule**.
3. Payment with Final Design Package Application
  - a. Builder Escrow Deposit
  - b. Impact Fee

See Appendix C, “Fee Schedule” for a complete listing of all fees due in the Design Review Process.
4. Signed “Construction & Builder Regulations” Form KCPOA-005 (Appendix A). Signatures of Owner and General Contractor required.
5. Actual Sample Board, not to exceed four (4’) foot square.

### 3.8 Receive Final Design Approval

The ARC will issue Final Design Approval, in writing, within seven working days of the vote for approval. If the decision of the ARC is to disapprove the application, a written statement of the basis for the disapproval will be provided to the owner. **NO WORK CAN BEGIN** without the written approval of the ARC and the issuance of a RBD Building Permit (a copy of which must be provided to the ARC prior to construction).

#### Expiration of Final Approval

The owner must commence construction within two (2) months of receiving Final Design Approval or the approval will expire and be null and void. The ARC may grant an extension, if requested, for extenuating circumstances that will delay construction start.

## **Multi-Residential Development Approval**

For purposes of Multi-Residential Development applications, the expiration of approval set forth in Section 3.8(a) above shall not apply to preapproval of a plan or series of plans, but only as site specific plans are approved by the ARC.

### **3.9 Issue Neighbor Notifications**

The ARC may issue, or require the owner/applicant to issue, notification letters of “Impending Project” to adjacent property owners prior to commencing construction. Notification letters will include the following information:

1. Owner Name(s) and Contact Information
2. Property Address
3. Project Type (New Construction or Remodel)
4. Estimated Start and Completion Dates

“Adjacent Property Owners”, for purposes of project notification, is defined as:

- a. Any property owner whose property is touching the subject property;
- b. The owner of the property immediately across the street from the subject property;
- c. The owners of the properties on either side of the property immediately across the street from the subject property.

### **3.10 Begin Construction**

With **Final Approval** received and the RBD building permit delivered to the ARC, construction can begin. The Applicant is advised to recognize the importance of the Construction & Builder Regulations, Section 8.0 of these Design Guidelines; these Regulations must be strictly adhered to in order to assure that neighborhood inconveniences are minimized. Any violations of these requirements may result in the issuance of a temporary order to halt all construction, until such time that the ARC or Community manager can determine that any and all violation(s) have been corrected.

#### **New Home Construction Completion Requirements**

All construction, including Landscaping, must be completed within eighteen (18) months of the Final Design Approval Date. See Section 9.0, Landscape Design Guidelines, for requirements on landscaping design, plan development, submission, and the approval process.

#### **All Other Projects Completion Requirements**

For all projects other than new home construction, the project must be completed within sixty (60) days of the “Estimated Completion Date” submitted on the Design Review Application.

#### **Failure to Complete within Allotted Timeframe**

Failure to complete construction within the designated timeframe will result in a fine, per the “Fee and Fine Schedule” (Appendix C). The owner should immediately notify the ARC, in writing, if extenuating circumstances have caused the approved project to exceed the allotted construction timeframe and the ARC may, in its sole discretion, grant an extension without fines being levied.

## 3.11 In-Progress Construction Requirements & Landscape Plan

### Purpose

The timeframe required to complete a construction project varies depending upon the size and complexity of the final design and plans. Along the way, there are several requirements of the owner, from KCPOA, that must be followed. The purpose of these requirements is to ensure that all construction and improvements adhere to the Final Approved Design Package.

#### 1. Subsequent Changes (Following Final Approval)

**ANY** changes in the intended construction and improvements that differ from the Final Approved Design Package **MUST** be submitted in writing to the ARC, with all related documents required as outlined in Sections 3.3, 3.4 and 3.6, for review and approval **PRIOR** to making said changes.

#### 2. In-Progress Certifications

##### a. Top of Foundation (TOF) Certification

Within five (5) days of completion of pouring the foundation, the owner must submit to the ARC a certification of the **ACTUAL TOF** elevation, prepared by a registered and licensed Surveyor. The **TOF** must not exceed the maximum **TOF** elevation, as specified in the **Covenant Standards**, for the specific lot.

##### b. Top of Roof (TOR) Certification

Within five (5) days of the completion of the roof, the owner must submit to the ARC a certification of the **ACTUAL TOR** elevation, prepared by a registered and licensed Surveyor. **TOR** must not exceed the maximum **TOR** elevation, as specified in the **Covenant Standards**, for the specific lot.

#### 3. Landscape Plan Submittal

No later than 90 days before construction is completed, the Final **Landscape Plan**, as detailed in Section 9.2 and 9.3 below, must be submitted to the ARC for review and approval. Landscape projects started prior to ARC approval will be subject to fines per Appendix C “Fee and Fine Schedules.”

#### 4. Observation and Inspections of Work in Progress

Under the provisions of Section 9.15 of the **Covenants**, the ARC, or its duly authorized representative, has the right to inspect any construction and improvements prior to or after completion. This right of inspection will terminate 60 days after the ARC receives a “**Notice of Completion**” Form KCPOA-007 (Appendix A) from the owner.

**a. In Cases of Non-Compliance**

If it is determined at such inspections, during in-progress construction or following construction completion, that the work was not done in accordance with the Approved Final Design drawings, details, and documents, a “**Notice of Non-Compliance**” will be issued in writing to the owner. The owner is required to resolve all discrepancies contained within the **Notice of Non-Compliance** immediately. Sections 9.17 through 9.19 of the **Covenants** will be followed for appeals and corrections.

**b. Owner Appeal Process**

With any **Notice of Non-Compliance**, the owner may appeal the issuance of the **Notice of Non-Compliance** to the Executive Board following the procedures outlined in Section 9.18 of the **Covenants**. The Board will hear the matter in accordance with the provisions of the By-laws of KCPOA for Notice and Hearing, Sections 6.3 and 6.4, and decide if there has been such non-compliance, and if so, the nature and severity thereof. If the owner is found to be “**In Compliance**”, construction work can resume immediately. All completion timelines contained within these Design Guidelines shall be extended during any appeal process by the amount of time the appeal process requires. In all cases, the decision of the Executive Board will be final and absolute.

**c. Correction of Non-Compliance**

After any appeal, the owner must remedy the non-compliance within a period of forty-five days from the date the Executive Board issued its ruling. If the owner fails to do so the Executive Board may, at its option, record a **Notice of Non-Compliance** against the real property, or may otherwise remedy the non-compliance, and the owner must reimburse the KCPOA for all expenses incurred. If such expenses are not promptly paid by the owner, the Executive Board may levy a sanction/fine against the owner for reimbursement.

**d. Cease and Desist Orders**

In rare and extraordinary circumstances, during construction and before the owner has submitted a **Notice of Completion**, the Executive Board may issue a “**Cease and Desist Order**” to immediately stop construction of a home, portions of a home, remodel or a landscape project. Such order will be specific as to the reason supporting the order and will provide a detailed description of required corrective action(s) as well as a reasonable time period to complete the requested action(s). For purposes of this Section 3.11.3.d, extraordinary circumstances will mean (i) an imminent threat to personal health and safety of a member of KCE, or other individuals within KCE, (ii) and imminent threat to the physical environment (air, natural or previously approved landscaping, land or water resources) within KCE, and/or (iii) a violation of these Design Guidelines and **Covenant Standards**, whether previously reviewed or approved, the continuation of which would create irreparable damage to the owner or adjacent property owners. As a precondition for the issuance of any cease-and-desist order for any of the circumstances noted above, the Executive Board will have the opinion of an expert-relevant professional to the circumstances that exist warranting the issuance of such an order. That opinion shall accompany the delivery of the order. To the extent any issuance of a cease-and-desist order is disputed, the provisions of Section 5.11 of the **Covenants** shall apply.

### 3.12 Submit Owner's Notice of Completion

Following the completion of all new construction and improvements, including landscaping, as approved by the ARC, and having passed all RBD inspections and received a "Certificate of Occupancy", and after completing all site and street clean-up, the owner will provide the ARC with a **Notice of Completion** Form KCPOA-007 (Appendix A) with a copy of the Certificate of Occupancy attached. Upon receipt, the KCPOA management office will initiate a refund of the full or remaining balance of the Builder Escrow Deposit, as specified in Appendix C, "Fee Schedule".

### 3.13 Multi-Residential Developments

Multi-Residential Developments within KCE are those developments under the control of a developer or developers or group of builders and for which a development agreement has been negotiated with KCPOA. That development agreement sets forth, inter alia, the site requirements often in the same format as the **Covenant Standards** as to **Setbacks**, **Minimum Square Footage**, **limitation on stories**, **maximum height**, **maximum foundation elevation**, **restricted driveway access**, **Vertical Wall** limitations, and permitted **Walkouts**. Such requirements are incorporated into these Design Guidelines as soon as the development agreement is approved by the Executive Board and are to be treated as **Covenant Standards** as if set forth fully in Appendix B. The negotiated development agreement may also include a number of preapproved home plans for the multi-residential development, and each such preapproved plan shall be in full compliance with these Design Guidelines. While construction of the preapproved home designs will follow a Uniform Design Package, the provisions and procedures contained within these Design Guidelines shall apply to each home so constructed unless the development agreement specifically provides otherwise.

## **4.0 Maintenance After Construction**

Each Owner must maintain his or her property and all structures, parking areas, and other improvements to the property in a manner consistent with the standards established by KCPOA and all applicable **Covenants**, per Section 7.3 “Owners Responsibility.” In addition to any other enforcement rights, if an Owner fails to properly perform any required maintenance responsibilities, KCPOA may perform such maintenance responsibilities and assess all costs incurred by the KCPOA against the property and Owner in accordance with Section 6.6 of the **Covenants**. KCPOA will provide the Owner reasonable notice and an opportunity to cure the problem prior to taking any actions, except when actions are required due to an emergency situation or a situation which meets the requirements of Section 3.11.4.d above.

Normal maintenance, repair, and replacement of exterior elements and finishes is not considered to be a “remodel” and therefore no approval is required so long as all materials and finishes used are the same as those previously approved for the property. Notification of such projects is required by submitting a Property Maintenance Notification, Form KCPOA-008, and an Impact Fee, if applicable, as outlined in Appendix C: Fee Schedule.

## **5.0 Site Guidelines**

### **5.1 Goals**

Site planning is the first step in the design of a new home or an addition. Among the goals for a successful site plan are: minimizing grading, protection of surface drainage routes necessitated by the improvements, maximizing owner privacy and that of adjacent neighbors, and preserving the dominance of the natural setting.

This Section 5 covers the requirements and limitations for the development of a building site for new home construction and home remodeling.

### **5.2 Site Survey**

Prior to beginning the design of a home or an addition, the owner must have the lot surveyed and staked. The elements of a **Site Survey** are detailed in Section 3.2 above. The **Site Survey** provides key information regarding the extent of improvement that can be built on the specific piece of property.

### **5.3 Lot Staking**

Staking of undeveloped lots may occur for the purpose of planning new home construction, for a period of up to 90 days, after which time if final plans have not been approved by the ARC, the stakes must be removed, unless the ARC determines, in its sole discretion, that circumstances warrant the granting of a limited-time extension for the stakes to remain in place.

### **5.4 Lot Use**

No dwelling unit shall be used for any purpose other than a private, single-family dwelling. Home office activity will be permitted providing there is no visual or traffic impact as articulated in Section 8.5 of the **Covenants**.

Only one single-family residence may be maintained within any lot. Any request to replat a lot, such as making two lots into one, must be approved by the ARC and the City of Colorado Springs. If such replatting is approved, the lot as replatted will carry the same specifications and requirements within the **Covenant Standards** as the lots before replatting, unless the replat explicitly changes any specification. If the replat does not change Covenant Standard specifications, then the most restrictive specification of the lots which have been replatted shall control the replatted lot use.

No temporary living quarters or any other temporary building may be placed on a lot.

### **5.5 Utility Services**

All utilities must be installed underground.

## 5.6 Setback Areas

All lots within KCE are subject to the setback requirements stated in the **Covenant Standards**. These **Setbacks** apply to all elements of property improvements. Examples of property elements are: foundations, window wells, roof eaves above the foundations, driveways, cantilevered fireplace structures, walkways, and bow and bay windows.

In rare instances where a lot is irregularly shaped, having more than 4 sides, and the setback definitions in Appendix B do not specifically address the additional property boundary line(s), the ARC will determine, in its sole judgment, the application of the setback requirements to each specific property line for that lot.

## 5.7 Driveways, Curbs and Gutters

1. Driveways, parking areas and garage layouts must be designed to conform with the home. Driveway widths may not exceed the following dimensions:

### Allowable Driveway Widths

2 Car Front-load - 20' feet maximum

2 Car Side-load - 14' feet maximum

3 Car Front-load - 20' feet maximum

2 or 3 Car with Circle Driveway - 2 entrances, each with 14' feet maximum

2. Submittal for materials for driveways may include plain, tinted, and stamped concrete; precast concrete pavers; stone and brick. Asphalt and gravel are not allowed. Broom finishes are allowed.

3. Curb and gutter **STYLE AND DIMENSIONS** may not be altered from those found on, or in immediate proximity to, the lot, whether existing or prescribed. Driveway aprons may not alter the existing or prescribed curb and gutter or in any other way alter street drainage.

## 5.8 Paths, Outdoor Stairs, Courtyards, Patios and Terraces

The organization of outdoor spaces must be designed as one unified whole. The use of natural materials such as stone or tile is recommended and concrete used should be colored and textured to complement the home. Ground-level patios that are requested and extend into **Setbacks** **MAY** be considered by the ARC and approval will be dependent on the impact to adjacent lots' privacy.

## 5.9 Walls and Fences

Walls serve many purposes in the development of a residential lot. Consideration must be given to the design as an integral part of the landscaping, home, and neighboring properties.

1. The concept within KCE is to have an open, fence-free environment to maintain the harmony of the community. However, fences may be allowed in the backyards with ARC approval. Fenced areas must be limited in size, placed in a discrete location and have limited visual impact on neighboring properties. Preferred fence materials are painted metal and wrought iron design. Consideration will be given to alternate materials if they are an integral part of the home design.

2. No walls or fences may be used as a perimeter property line designation. No wall or fence may exceed six feet in height (measured from the ground surface inside the wall). No walls or fences may extend beyond the required property setback lines. No fences of wood, vinyl, wire mesh, chain link, or any combinations of these are permitted. Fences along properties bordering the golf course are expressly prohibited.

3. Screening walls can be used for patios, entrance courtyards, planter walls, and other appropriate exterior service areas. These walls are either directly attached to the residence or an integral part of the home and/or landscape design. These walls must be constructed of the same materials as the residence such as stucco, natural or manufactured stone or brick.

4. Retaining walls may be needed to accommodate grade changes, either within the lot or at the lot line. These walls are generally constructed of reinforced concrete, natural stone or masonry. Exposed surfaces of such walls must be faced with materials compatible with the residence such as stucco, natural or manufactured stone or brick. Retaining walls are limited in height by local building codes.

5. Minor changes in grade, not requiring retaining walls, must be constructed of native boulders, stone or interlocking blocks. Other materials may be considered as requested.

6. Dog runs are to be designed as an integral part of the overall landscaping plan and must be limited in size (maximum 200 square feet) to complement the residence. Consideration must be given to the neighboring properties and specific site issues. The dog run location must be immediately adjacent to the house. All fence restrictions, stated above, shall also apply to dog runs.

7. “Invisible Fences” are recommended for dog owners who prefer perimeter-type fencing. Widely used throughout KCE, the product provides a flexible fencing alternative that is relatively low cost, easy to maintain, and has no visual impact on the neighboring properties.

## 5.10 Exterior Service Areas

Trash disposal container areas, outdoor work areas, mechanical equipment enclosures, and outside equipment including antennae and satellite dishes must be screened from off-site views by the use of architectural features or plant materials.

Pool and spa equipment must be located behind walls or in underground vaults to contain noise. Solid noise-absorbing covers for equipment may be required after installation if it is discovered that the equipment is audible from adjacent properties.

Fixed barbecues, outdoor kitchens or similar amenities must be located within the property setback lines.

## 5.11 Mailboxes

The design and location of the property mailbox must be noted on the **Preliminary Construction Plan** and included with the Design Package submitted for review and approval by the ARC.

## 5.12 Basketball Hoops and Backstops

Fixed-in-place basketball hoops and backstops are not permitted.

## 5.13 Play Structures

Play structures must be approved by the ARC for design, color, and placement prior to installation. Wood stain or subtle colors are required. Screening may be required. Placement must minimize the visual impact from neighboring properties and roadways.

## 5.14 Flags and Flag Poles

Flag poles are allowed for the display of the Flag of the United States of America, and any other non-commercial flag or banner. Pole height must not exceed 25'. The maximum flag size is 4' x 6'. Lighting the flag is optional. Telescoping poles are allowed. The flagpole must be installed per manufacturers' instructions. Prior to installation the owner must submit the flagpole description, specifications, and site plan with location noted, to the ARC for approval. The ARC may require that the site be staked for an on-site review of the location.

Please review standard practices for The American Flag Display and Maintenance. Ref: CRS Report for Congress, John R. Luckey, 04/14/2008  
<http://www.senate.gov/reference/resources/pdf/RL30243.pdf>. A modified copy of this document can also be found at [www.kcestatespoa.com](http://www.kcestatespoa.com)

## **6.0 Architectural Design Guidelines - New Construction & Remodel**

### **6.1 Design Objectives**

The overriding goal within KCE is to create an environment which is visually pleasing and in harmony with the mesa and powerful vistas that surround it. The proximity to grand mountain ranges, “Pikes Peak,” and the famous “Garden of the Gods” make Kissing Camels Estates a very special place to live. Homes and landscapes should be a reflection of the beauty that surrounds KCE.

### **6.2 Compliance with Codes and Ordinances**

Design and construction of all improvements must comply with all applicable ordinances and codes established and enforced by the City of Colorado Springs and RBD.

### **6.3 Standards**

These Design Guidelines, and particularly the **Covenant Standards**, establish certain criteria which are mandatory for each individual lot. These standards include, but are not limited to:

1. Lot line **Setbacks**
2. Number of stories and/or living levels
3. Minimum square footage per story and/or living level
4. Maximum foundation elevations (aka: **TOF** in these Design Guidelines)
5. Maximum roof height (aka: **TOR** in these Design Guidelines)

NOTE: Except as permitted under the provisions of Section 6.17 below, if the data provided in the **Covenant Standards** does not specifically permit or list other options as to living levels, stories, square foot area, and height limitations, then other options are prohibited. **Walkouts** are permitted only as indicated within the **Covenant Standards** for a particular lot.

### **6.4 Exterior Wall Materials**

Exterior materials must be of brick, stone, stucco or other materials as approved by the ARC.

### **6.5 Windows**

Windows must have metal, vinyl or wood frames which complement the exterior colors of the structure.

### **6.6 Window Wells**

Window wells must be finished in a material consistent with the building exterior. Concrete wells must be stamped or colored concrete. Corrugated metal window wells are not permitted.

### **6.7 Roofs, Gutters and Downspouts**

All sloping roofs must have a minimum pitch of 4:12 and be of concrete tile, slate, or other similar material as permitted by the ARC. Asphalt shingles may only be used in replacement of an existing asphalt shingle or cedar shake roof **OR** by special approval from the ARC. Flat roofs with

mechanical systems on the roof must have **Parapet Walls** which provide protection for the equipment while also screening the equipment from view. Visible flat roofs must be a neutral color that complements the color of the home.

#### **6.7.1 Class A Fire-rated Roofing Materials Requirements**

Underwriters Laboratory standard test and measurements have developed testing procedure for rating roofing materials. Class A fire-rated roof standards are required and are designed to be effective in a severe fire test. Installation of new wood shake or wood shingles on roofs in Colorado Springs is no longer permitted. Wood shake and shingle repairs on an existing residential property are permitted so long as, within any 12-month period, the surface area which is repaired does not exceed twenty-five percent of the overall roofing surface. The purpose of the repair restriction is to avoid piecemeal repairs which ultimately result in a full roof replacement of materials that are now prohibited.

#### **6.7.2 Gutters and Downspouts**

Gutters and downspouts must be painted the same color as the adjoining surface. Premium metal gutters and downspouts (such as copper, etc.) may remain in their natural finishes.

### **6.8 Exposed Concrete**

Exposed concrete on foundation or elsewhere must be stuccoed or surfaced to blend with the residence or structure. Painted foundations are not permitted.

### **6.9 Exterior Colors**

Exterior colors must be submitted for review and approval by the ARC. Paint and/or color samples for all painted and stuccoed surfaces including, but not limited to, exterior walls, trim, fascia, eaves, entry doors, garage doors, porches, and screening walls must be shown on the Sample Board as described in Section 3.4(5) above. All exterior colors (paint, stucco, stone, metal) must be complimentary and harmonious with each other, appropriate to the design style of the residence, and appropriate to the neighborhoods within KCE. The ARC has the authority, using its sole judgment, to approve all exterior colors.

### **6.10 Garages**

All residences must include a minimum two (2) car garage, with a maximum four (4) car garage, with any combination of single and double garage doors. Garages must be either attached to the dwelling or attached by a trellis, arbor or breezeway.

Garage doors must be wood, composition, painted or stained metal, or other approved material as determined by the ARC, of a compatible design to the dwelling, and must be equipped with automatic garage door openers.

### **6.11 Screening of Equipment**

All roof, wall or ground-mounted mechanical and electrical equipment, wherever installed, must be screened from view of adjacent neighboring properties with permanent, attractive structures or

plant materials. If walls or fencing is utilized, it must comply with the restrictions and limitations contained in Section 5.9 above.

## 6.12 Exterior Metal

All exterior metal must blend with the design and color of the home. Premium metal finishes (such as bronze) are allowed.

## 6.13 Skylights and Solar Tubes

Skylights and solar tubes, when visible from the roadways or ground-level, must be of a design and color such that they blend into the roof and coordinate with the overall home design.

## 6.14 Rebuilding or Restoration

Any dwelling or improvement which may be wholly or partly destroyed must be promptly rebuilt or removed. If buildings are not to be rebuilt, the lot must be fully restored to a natural state within six (6) months and thereafter mowed on a regular basis, as stated in Section 9.9 below.

## 6.15 Awning and Sunshades

All awnings and sunshades must be fully retractable and appropriately concealed when in a retracted position. Awnings and sunshades must be of a color and design that is compatible with the colors of the home.

## 6.16 Antenna and Satellite Dishes

Antennas and satellite dishes are allowed in KCE. When selecting the installation location, consideration must be given to the visibility for neighboring properties and possible wall or landscape screening. The location of satellite dishes will be determined by the installer of the equipment to ensure acceptable reception. The home owner should work with the installer to select an installation site which will be considerate of neighboring view vistas.

## 6.17 Security Monitoring Equipment

All exterior mounted security monitoring equipment must be placed so as to blend into the exterior design elements as much as possible and practical, while still maintaining functionality and must not be directed into or onto neighboring properties.

## 6.18 Lofts

A **Loft** may be permitted only in a single-story home, with ACC approval. Homes with approved **lofts** may not have **Vertical Walls** which exceed the permitted height limitations applicable to a one-story **Walkout** within the same Filing within KCE. Any such limitations are contained within the **Covenant Standards**. Notwithstanding the provisions above, if the **Covenant Standards** for a particular lot or filing state “single story only”, no **lofts** shall be permitted. No home may have both a **loft** and a **Walkout** or **Garden Level**. The **loft** living space, excluding any outside space such as a patio, terrace or balcony, and interior access stairways, may not exceed 25% of the Actual Square Footage, and the space must be open to the heated floor living space below and not be

enclosed or partitioned into rooms. Being open and not enclosed shall mean no floor to ceiling walls on the side or sides of the loft space open to living space below, but not precluding a doorway access.

## 6.19 Zero Entry -Top of Foundation

Adjustments in Top of Foundation elevation may be allowed for **Zero Entry** homes to permit handicap entrance, with ARC approval. In such circumstances where approval is granted, the overall building height must not exceed the maximum permitted height calculated from the actual Top of Foundation elevation, as stated in the **Covenant Standards**.

## 6.20 Energy Efficiency Measures

All owners shall be permitted, as part of the submitted Design Package, to install and utilize “energy efficiency measures” as defined in Section 38.33.3-106.7 of the Colorado Revised Statutes, commonly known as the Colorado Common Interest Ownership Act (“CCIOA”), as well as Level 1 and Level 2 electric vehicle charging systems, as defined in Section 38.33.3-106.8 of CCIOA. Such approvals shall be governed by the discretionary aesthetic considerations permitted under the CCIOA and within these Design Guidelines.

## 6.21 Exterior Remodeling

Exterior remodels, that change the appearance of the structure, are subject to the same Design Review Process, and Site and Architectural Guidelines as detailed in Sections 3, 5 and 6 in these Design Guidelines and are subject to Impact Fees as detailed in Appendix C: Fee Schedule.

1. If the remodel requires no change to the existing structure footprint, the Design Review Application - Remodel, Form KCPOA-002, must be submitted to the ARC for approval with a written description the scope of work to be performed and the materials to be used in the remodel.

a. If the work involves reroofing, asphalt shingles may be used only to replace existing asphalt shingles or cedar shake and only within the restrictions and limitations set forth in Section 6.6.1 above. However, it is preferable that other more upscale, or higher quality roofing materials be used. These materials are described in Section 6.6 above.

2. If the remodel requires alteration of the structure’s footprint or roofline, the Design Review Application - Remodel, Form KCPOA-002, must be submitted with the appropriate fee and all relevant documentation as outlined in Section 3.2 and 3.3 above, for the full Design Review Process (Section 3). The submitted Design Package must show that the alterations, improvements, and/or additions are in harmony with the existing building and that the **Covenant Standards** for the specific lot are not violated.

Normal maintenance, repair, and replacement of exterior elements and finishes is not considered to be a “remodel” and therefore no approval is required so long as all materials and finishes used are the same as those previously approved for the property. However, notification of such projects is required by submitting the Property Maintenance Notification, Form KCPOA-008, and an Impact Fee, if applicable, as outlined in Appendix C: Fee Schedule.

## **6.22 Interior Remodeling**

Any interior remodel may be performed by the owner without ARC approval. Notification of interior remodeling projects is required by submitting a Property Maintenance Notification, Form KCPOA-008, and the appropriate Impact Fee as outlined in Appendix C: Fee Schedule.

## **7.0 Changes or Adjustments to Non-Mandatory Design Guidelines**

To obtain approval for a change or adjustment of a non-mandatory design element within these Design Guidelines, the owner must demonstrate that the proposal is consistent with the overall objectives of these Design Guidelines and that the deviation will not adversely affect adjoining parcels or the community as a whole.

## **8.0 Construction and Builder Regulations**

### **8.1 Purpose**

These construction and builder regulations serve two purposes:

- a. To benefit the neighborhood - by assuring that inconveniences caused by construction operations are minimized.
- b. To benefit the builder - by assuring construction efficiency.

### **8.2 Access to Construction Site**

The contractor, subcontractors, and workers require access to KCE and the construction site for the duration of the project. KCPOA will designate an access route that all personnel must follow, and all traffic rules will be enforced. Identification tags may be issued after proof of proper vehicle insurance is provided and these tags must be displayed on all vehicles. Violations may result in revocation of commercial access. General and sub-contractors must sign a copy of the Construction and Builder Requirements, Form # KCPOA-005.

### **8.3 Work Schedule**

Construction work will be allowed Monday through Saturday, between the hours of 7:00 am and 6:00 pm daily, unless prior written approval is given by the KCPOA Executive Board.

Work is prohibited on the following major holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve Day
- Christmas Day

### **8.4 Parking of Construction Vehicles**

All vehicles must be parked so as not to inhibit traffic or damage surrounding natural landscape or adjoining property. Vehicles may not park on lawns or common areas. Vehicles may not be left on community roads overnight. Trailers may be parked within a garage. For short-term projects, trailers may be left in the driveway after obtaining Community Manager approval.

## 8.5 Signage

Displayed signage on any construction site is limited to the following:

1. One professional sign, no larger than 2 feet x 4 feet, with street address. May include the names and phone numbers of the architect and general contractor, along with the real estate agency if appropriate.

a. Allowed only on the site of construction **AFTER** receiving ARC **Final Approval** and the **RBD Building Permit**.

b. Signage must be removed upon issuance of a Certificate of Occupancy.

c. For all other projects (not new construction), signage may only be placed after receiving ARC **Final Approval** and only for the duration of continuous construction.

2. The Sample Board, consistent with the requirements of Section 3.4(5).

3. Signage is prohibited on vacant lots except as noted above.

## 8.6 Chemical Toilets

A chemical toilet must be provided by the general contractor and placed on site pursuant to city regulations. Chemical toilets may not be placed on KCPOA streets. It must be cleaned, sanitized, and re-supplied on a weekly basis.

## 8.7 Dust, Odor and Noise

The General Contractor will implement fugitive dust control measures for the duration of the project in accordance with applicable governmental regulations. General Contractor must cure any foul odors emanating from the project jobsite. For the duration of the work, construction personnel shall not be permitted to bring pets to the construction site. Construction personnel shall not be permitted to have music or sound broadcasting in any manner that is heard beyond the construction site or otherwise a disruption to the neighborhood.

## 8.8 Material & Equipment Storage, Construction and Work Debris

1. Excess dirt, construction debris, and assorted trash and refuse may not be left on any lot or right-of-way.

2. Construction materials, supplies and equipment may be stored only on the lot for which they are intended, and only for the duration of construction. Preliminary staging of material or equipment prior to receiving Final Plan Approval is strictly prohibited.

3. Surrounding streets and properties must be kept clean of debris and swept daily.

4. Project materials may not be left on any adjacent lot without a Temporary Materials Storage Permit issued by the ARC. Application for a permit, Form KCPOA-006, must be made with the ARC for this approval.

5. Tracking/Ground Protection mats are required at the lot entrance/exit location.

6. All debris and trash must be confined to a trash receptacle daily and emptied regularly. Onsite dumpsters must be covered at the end of the workday to control blowing debris. Contractor must cleanup any wind-blown debris. Trash dumpsters may not be parked on KCPOA streets or right-of-way.

7. Concrete may only be dumped in the designated “Clean-out Area” and must be therein contained.

8. Building materials may be stored temporarily on the lot during continuous construction.

### **8.8.1 Temporary Materials Storage Permit - Street**

Owners needing to store project materials on KCPOA streets, during the day only, for any portion of the construction project, must request a “Temporary Materials Storage Permit”, Form KCPOA-006, (Appendix A). The owner will be charged a \$500 damage deposit fee, as well as a non-refundable \$250 impact fee at the time the permit is requested. Amounts needed to repair damage in excess of the damage deposit fee will be assessed to the owner’s account.

a. The non-refundable impact fee will be used to offset the cost of the approval sign that must be posted on the property.

b. The \$500 damage deposit will be retained by KCPOA in order to repair any resulting damages to the street. **NOTE:** Owners will be responsible for photographing and documenting any existing damage to the street prior to the materials being placed on the street; if no damages are recorded prior to the materials being placed on the street, and damages are done to the street as a result of the materials being placed there, all or part of the damage deposit will be retained.

Under no circumstances may materials be left on the streets overnight and no more than one day’s worth of materials may be left on the street on any given day. Owners and contractors are asked to minimize the width of the material stockpile and assure it is as physically close to the curb as possible. At day’s end, any excess materials must be moved onto the construction lot. Upon completion of the project, the contractor will notify the KCPOA Management Office and a final site visit will be conducted by the ARC, or its designated representative, to close out the temporary material storage permit.

## 8.9 Excavation, Grading, and Erosion Control

Excess excavation material must be taken away, excluding that needed for foundation backfill. During all site disruptions and grading operations, approved techniques for controlling erosion within the site, and onto other sites, such as silt fencing must be used.

1. Except for Multi-Residential Developments, excavated earth and backfill materials may be stored only on the lot for which they are intended, and only for the duration of construction. Except for Multi-Residential Developments, excavated earth and backfill material from one lot in KCE may not be stored on another lot or area within KCE.

2. Excavated earth, backfill, and landscaping materials stored on the lot for which they are intended must have adequate erosion control and dust control measures in place for the duration of the project.

3. Excess excavation material must be hauled offsite in a covered vehicle.

## 8.10 Street Cut and Repair

Street Cuts are defined as any activity which requires a contractor to cut into the asphalt, curb and/or gutter. The general contractor must provide the ARC with compaction tests and warranty repairs for a period of 2 years. All damage to existing KCPOA infrastructure during construction e.g., streets, curbs, swales, gutters, and common areas, shall be the responsibility of the owner and contractor to repair before final inspection approval is issued.

## 8.11 Road Safety

All construction personnel must abide by the posted speed limits applicable to all KCE residents and guests. Failure to adhere is grounds for the revocation of the entry pass.

## 8.12 Contractor Guidelines

It is the responsibility of the contractor to enforce with his sub-contractors and workers these minimum standards in their work areas:

1. Smoking cannot be prohibited but is highly discouraged due to health and safety concerns.
2. Smoking must not affect adjacent neighbors nor create a hazardous fire condition.
3. Smoking debris must be properly disposed of in fireproof containers.
4. Workers are restricted to the immediate work site and are not permitted free access to Kissing Camels Estates.

Workers and supervisors found to be in violation of these guidelines will be given a written warning and, if violations continue, may be banned from working within the community.

The contractor must provide a copy of these Construction and Builder Regulations to jobsite personnel and subcontractors and will be responsible for the enforcement of these regulations among contracted personnel.

### **8.13 Violations**

Violations of these Construction and Builder Regulations will result in fines levied, pursuant to Appendix C, Section 2.0, on first and subsequent offenses (non-conforming conditions or actions), including failure to cure a prior offense, after notice and an opportunity for a hearing. Fines will be deducted from the lot owner's Builder Escrow Deposit; amounts exceeding the deposit will be assessed to the lot owner's account.

## **9.0 Landscape Design Guidelines - New Construction & Renovation**

Beginning at the curb and extending to the rear property line, lot landscaping should complement and enhance the architectural design of the home, add visual appeal to the neighborhood and contribute to the distinctive and inspiring setting that is KCE.

### **9.1 Design Objectives**

Working with a professional landscape designer, a **Landscape Plan** is designed to accomplish the following:

1. Frame the primary view of the house
2. Soften the horizontal lines of the structure
3. Complement hardscape features
4. Enhance the architectural style
5. Provide visual transition from the public street to the private space
6. Provide privacy screening while maintaining views
7. Develop outdoor living spaces if desired
8. Ensure that maintenance needs do not exceed owners' expectations

### **9.2 Landscape Plan Requirements**

1. For new construction and major renovation, a **Landscape Plan**, prepared by a professional landscape architect or contractor, is required, **as detailed in Section 9.6** below.

2. For a partial or smaller renovation project, the owner may submit an application with a simple drawing and photographs. Approved small projects of this nature will not be subject to review fees and do not require a professional **Landscape Plan**.

Refreshing of existing landscapes (removing and replacing dead shrubs, grasses, and trees) does not require pre-approval so long as no changes are made from the originally approved **Landscape Plan** and specified materials. However, notification of such projects **is** required by submitting the Property Maintenance Notification, Form KCPOA-008, and an Impact Fee, if applicable, as outlined in Appendix C: Fee Schedule.

### 9.3 Submittal and Review Process

1. For NEW home construction landscape:
  - a. The **Landscape Plan** must be submitted, with the “Design Review Application - Landscape” Form KCPOA-003, to the ARC for approval **no less than 90 days prior to the completion of home construction OR prior to irrigation line installation, whichever comes sooner.** No additional fees are due with this application.
  
2. For PARTIAL landscape projects:
  - a. The Application Form KCPOA-003, with drawings and photographs, must be submitted to the ARC for approval prior to any work being started. An Impact Fee may be required pursuant to the Fee Schedule (Appendix C) and must be submitted with the Landscape Application Form.
  
3. For both project types, the ARC will review the submittal and either grant approval or request additional information and/or modifications in a re-submission. In all cases, work may not commence until the ARC has fully approved the project.

### 9.4 Begin Landscape Installation/Renovation

With **Final Approval** received from the ARC, the landscaping project may begin. Please recognize the importance of the Construction & Builder Regulations, Section 8.0; these regulations must be strictly adhered to at all times. Any violation of these requirements may result in the issuance of a temporary order to halt construction and/or fines to the owner as detailed in the “Fees and Fines Schedule” (Appendix C).

#### **New Home Landscaping Completion Requirements**

The approved landscaping project, as part of new home construction, must be completed within sixty (60) days after the Certificate of Occupancy is issued and within the eighteen (18) months allotted for New Home construction, as specified in Section 3.10. a.

#### **All Other Landscaping Projects Completion Requirements**

All other landscaping projects must be completed within 60 days of the “Estimated Completion Date” submitted on the “Design Review Application - Landscape” form.

#### **Failure to Complete within Allotted Timeframe**

Failure to complete the landscaping project within the designated timeframe will result in a fine, per the “Fee and Fine Schedule” (Appendix C). The owner should immediately notify the ARC, in writing, if extenuating circumstances have caused the approved project to exceed the allotted timeframe and the ARC may, in its sole discretion, grant an extension without fines being levied.

## 9.5 Inspections

### Purpose

The purpose of conducting inspections during and after the completion of a landscape project is to ensure that use and placement of organic materials, and other improvements, adhere to the approved Final Landscape Plan. It is the owner's sole responsibility to ensure that adequate drainage for landscape irrigation and ground water run-off has been provided for.

### 1. Observation and Inspections

Under the provisions of Section 9.15 of the **Covenants**, the ARC, or its duly authorized representative, has the right to inspect any landscaping and other improvements prior to or after completion.

#### a. In Cases of Non-Compliance

If it is determined at such inspections, either during in-progress landscaping or following landscape completion, that the work was not done in accordance with the Approved **Landscape Plan**, a "**Notice of Non-Compliance**" will be issued to the owner. The owner is required to resolve all discrepancies contained within the **Notice of Non-Compliance** immediately. Sections 9.17 through 9.19 of the **Covenants** will be followed for appeals and corrections.

#### b. Owner Appeal Process

With any **Notice of Non-Compliance**, the owner may appeal the issuance of the **Notice of Non-Compliance** to the Executive Board following the procedures outlined in Section 9.18 of the **Covenants**. The Board will hear the matter in accordance with the provisions of the By-laws of KCPOA for Notice and Hearing, Sections 6.3 and 6.4, and decide if there has been such non-compliance, and if so, the nature and severity thereof. If the owner is found to be "in compliance", construction work may resume immediately. The decision of the Executive Board will be final and absolute.

#### c. Correction of Non-Compliance

After any appeal, the owner must remedy the non-compliance within a period of fourteen (14) days from the date the Executive Board issued its ruling. If the owner fails to do so the Executive Board may, at its option, record a **Notice of Non-Compliance** against the real property, or may otherwise remedy the non-compliance, and the owner must reimburse the KCPOA for all expenses incurred. If such expenses are not promptly repaid by the owner, the Executive Board may levy a sanction/fine against the owner for reimbursement.

## 9.6 Landscape Plan Components

The **Landscape Plan** must include property lines, setback lines, drainage easements, any other easements, street location, footprint of the home and all other improvements such as driveways, walkways, patios, and decks. If the plan calls for modifying existing landscape, it must show the existing trees, shrubs, and/or planting beds. Fire mitigation should be an important component of any **Landscape Plan**. Submitted plans must include the following information:

1. Plans must be to scale 1" = 10'
2. Plans must be submitted in duplicate (hardcopy)
3. Specific basic landscape components including
  - a. Soil prep
  - b. Turf
  - c. Native areas
  - d. Plants
  - e. Trees
  - f. Edging
  - g. Mulch
  - h. Gravel
  - i. Paths
4. All proposed plant locations, types, quantities, and sizes, as well as ground cover materials and installation specifications. The plans must also include a Plant List with plant name, quantity, container size and height at maturity.
5. Total square footage and percent of landscape in turf, gravel, mulch, irrigated native grass area, etc. to show that the plan meets the lot coverage requirements (as set forth in Section 9.14 below).
6. Grading with one foot (1') contour intervals, of existing and proposed topography.
7. Drainage with swales for irrigation and storm water management.
8. Layout and specifications for improvements such as walls, berms, and walkways in addition to play/sports equipment, dog runs, hot tubs, trellises, lighting, gazebos, and any other structures not covered under the approved Construction Set.
9. Color photos of dyed organic mulch, gravel mulch, and/or cut sheets for lights, fences, stucco, wall stone and/or stone facade and other site-specific materials may be required by the ARC prior to plan approval.
10. When specified in a rear yard, a 4x4" sample of the specific artificial turf material.

## 9.7 Grading and Slope

1. Grading and landscaping must comply with the minimum landscape slope standards which are adapted directly from the Colorado Springs Landscape Code and Policy Manual.
2. All slopes and berms must provide for adequate drainage.
3. No high-water requirement grasses will be approved for use on slopes greater than 5:1.
4. Coverage of slopes greater than 4:1 must consist of groundcovers, native grass or shrubs.
5. Slopes must not exceed 2:1 without terraces or retaining walls.
6. Berms must not exceed 3:1 slope.
7. All other grading standards shall conform to those codified in the Colorado Springs Code and Policy Manual Grading Standards (7.4.313 E)

## 9.8 Drainage

Owners **MUST** ensure that any alterations or improvements to their property, including landscaping, do not detrimentally affect any common areas or neighboring properties and are solely responsible, at their expense, for correction of any drainage problems to such areas that may result from this work. All drainage must comply with the Colorado Springs Code and Landscape Policy Manual.

## 9.9 Turf Design

Organic sod material may be used for all landscaping locations on the property. **Artificial Turf** is permitted as a lawn replacement in back yards only and may not be used in side and front yards for this or any other purpose.

**Artificial Turf** is a surface covering that is manufactured from synthetic plastic fibers made to look like natural grass. Artificial turf does require maintenance and will need to be replaced at the end of its useful life cycle.

1. Owner must ensure that artificial turf is installed properly, following the manufacturer's specifications; that grading and drainage are adequate and complete; that edges are properly restrained and no seams are visible; and is free from defects in materials and workmanship.
2. Owners must follow manufacturer guidelines for annual and semi-annual maintenance to remove debris, deodorize and disinfect as needed. If the product loses its ability to hold itself in a natural, upright appearance or the color fades or changes, it must be removed and replaced. Patching of artificial turf will not be accepted due to the difference in color and texture of the older and newer material.
3. When using artificial turf as a backyard sod replacement, a sample must be submitted for review and approval, by the ARC, with the Landscape Design Review Application Form.

## 9.10 Native Areas

Healthy, weed-free native grass areas will only be allowed on property locations that do not border a street, such as the front yard and, in the case of a corner lot, the applicable side yard. However, ongoing maintenance of native areas is required. Native lawns and native grass areas must be maintained in a weed-free state, at a uniform height of 4 to 6." Vacant lots must be mowed to a maximum of 10 inches.

## 9.11 Tree and Plant Selections

1. A minimum of three trees must be located in the front yard.
2. The future size of all trees must be considered when determining the location for planting. Large evergreens are not to be planted within 8' of any foundation and roadway, walkway or entrance or where their mature size may obstruct passage.
3. Tree placement must accommodate the potential height and spread of the respective species and may not encroach on neighboring properties.
4. Plant material sizes must conform to the following minimums:
  - a. Evergreen trees - minimum 5' tall
  - b. Deciduous trees - minimum 1 ½" caliper
  - c. Evergreen and deciduous shrubs - minimum 5-gallon container
  - d. Semi-woody perennials and grasses - minimum 4 ½" container
  - e. Groundcover and perennials - minimum 4 ½" container
5. Use of organic mulches is recommended to reduce surface evaporation and weeds.

## 9.12 Irrigation

1. Professionally designed irrigation systems are required.
2. Irrigation must be provided for all planted and native areas.
  - a. Wherever possible, drip irrigation is preferred to broadcast spraying.
3. Rain sensors are recommended.
4. Clear notations regarding irrigation types and zoning must be submitted on or with the **Landscape Plans**.

## 9.13 Screening

Screening masses must blend with the overall landscape. All utilities must be screened from off-site view.

## 9.14 Lot Coverage

1. Organic plantings must cover a minimum of 50% of the area remaining after excluding the footprint of the home, garages, driveways, sidewalks and patios.
2. No more than 50% of the landscape area may be inorganic material, such as rock, and must be interspersed with organic materials and plantings.
3. Large fields of rock are not allowed.
4. Beds of plant materials, turf, native grasses, and decorative grasses are recommended.
5. Rock and organic mulches are to be used as soil dressing, not as ground cover.
6. Rock must blend with home and surroundings and the scale is to be matched to its use, such as ¾ to 1 ½” size for planted beds and larger sizes as appropriate for drainage ways and sloped areas.

## 9.15 Landscape Lighting

1. A lighting plan including fixture type, bulb type, and layout must be included in the **Landscape Plan**.
2. Lighting shall stay within the borders of the property and must not cast a glare onto adjacent properties.
3. All landscape lighting must be low-voltage.

## 9.16 Vegetable Gardens

1. Vegetable gardens are to be placed and screened away from neighboring properties.
2. Animal protection features, such as fencing, must be approved by the ARC and is subject to the same conditions outlined in Section 5.8 above.
3. At the end of the growing season, garden areas must be cleaned and bare soil covered with mulch.
4. Any vegetable garden exceeding 100 square feet will require ARC approval.
5. Vegetable and herbs may be planted in portable containers, such as pots and planters. They can be placed as the owner desires.

## 9.17 Hardscape

1. All planned hardscapes such as patios, barbecue grill islands, water features and ponds, outdoor fireplaces, fire pits and walls are to blend with the home and **Landscape Plans**.
2. Hardscape features must be included on the **Landscape Plan** or Construction Set.

## 9.18 Site Maintenance

During landscape installation, all construction debris and equipment must be kept in a tidy and organized manner. Loose dirt, construction materials, and construction litter must be managed in such a way that there is minimal impact to neighbors. See also Section 8.8 above.

## 9.19 Landscape Maintenance

All landscaping must be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, re-mulching, removal and replacement of dead or dying plant material, elimination of weeds, removal of trash, and irrigation system maintenance. Trees planted in new landscape that die within the first 3 years must be replaced. Well-established trees that succumb to inclement weather or disease must be removed before the summer season.

## 9.20 Xeriscape

Xeric Landscaping is a blend of turf, native areas, and mulch with plant materials. This method of landscaping is often used to reduce watering requirements.

1. Mulch beds and rock beds must be contained by edging material such as metal, rock or concrete borders to prevent ground cover migration into drainage areas and streets.
2. Mulch and rock beds must be interspersed with plant materials; drip irrigation is required.
3. Large fields of rock are not Xeric Landscaping and are not permitted.
4. Xeric Landscape requires regular maintenance and must be kept weed free.

## **10.0 Variances from Design Guidelines**

These Design Guidelines are intended to be adhered to in all applications to the ARC. Under Section 9.21 of the **Covenants**, the ARC may approve a variance from these Design Guidelines under very limited and restrictive situations. Variances are to be considered rare and not to be based upon an applicant's desire to construct an Improvement that is or contains design features which are prohibited under these Design Guidelines or the **Covenants**.

A written application for a variance from the Design Guidelines shall be requested of the ARC only when circumstances such as topography, natural obstructions, hardship, or environmental issues require consideration of a change to the specifications contained herein. Financial considerations do not warrant a hardship. The ARC shall determine, in its sole judgment, if said request will be granted. Inability to obtain approval of any governmental agency, the failure to secure the issuance of any permit, the cost of compliance, or the terms of any financing shall not be considered a hardship warranting a variance. ARC action will be reported to the owner in writing.

The form for submitting a "Request for Variance", Form KCPOA-015 can be found in Appendix A, within this document.

If the ARC determines, in its sole judgment, that a professional review of the variance is required, the applicant will pay all fees and expenses for the professional consultant hired by the ARC. An owner's submittal of a written application for a variance shall be deemed to authorize the ARC to publish and disclose the Request for Variance and any ARC decisions and related materials relevant and related to the Request for Variance.

### **10.1 Request for Variance Process**

Upon receipt, the ARC will make a preliminary determination as to whether the variance request is in the proper form and supports a request for variance based upon the **Covenants**. Once it is determined that the Request for Variance is in proper form and properly addresses the limited conditions under which a variance can be granted then:

1. The ARC will send to the adjacent property owners, as defined below, the Request for Variance which the ARC has received, via U.S. Mail, postage prepaid, to the adjacent property owner's address shown in KCPOA's records, and via email, if an owner's email address has been provided to KCPOA. The ARC will also post the Request for Variance on the property for which it is requested and place it on the KCPOA website.

2. The ARC will allow owners and residents a two-week time period (14 days) to provide a written response to the ARC regarding potential issues relating to the applicant's Request. During the two-week period, any owner or resident may request that the ARC discuss the Request for Variance during its next regularly scheduled meeting.

3. Prior to rendering its decision, the ARC will consider any written responses received, and will render its decision based upon the factors granting a variance contained in Section 9.21 of the **Covenants**. The ARC's written decision on the Request for Variance will be sent via electronic mail and first-class United States Postal Service to the requesting party.

4. "Adjacent Property Owners", for purposes of variance request notification, is defined as:

a. Any property owner whose property is touching the property subject to the Request for Variance;

b. The owner of the property immediately across the street and/or golf course fairways from the property subject to the Request for Variance;

c. The owners of the properties on either side of the property immediately across the street and/or golf course fairways from the property subject to the Request for Variance;

5. At the sole discretion of the ARC, additional property owners may be contacted for input on a requested preliminary variance approval if the ARC feels that such additional property owners may be impacted by the request.

6. Any appeal of the decision of the ARC shall follow the procedures set forth in the **Covenants**, Section 9.11.

## Appendix A: Forms

<u>FORM TITLE</u>	<u>FORM NUMBER</u>
Design Review Application - New Construction	KCPOA-001
Design Review Application - Remodel	KCPOA-002
Design Review Application - Landscape	KCPOA-003
Owner's Design Package Checklist	KCPOA-004
Construction and Builders Regulations	KCPOA-005
Temporary Materials Storage Permit Application	KCPOA-006
Owner's Notice of Completion	KCPOA-007
Property Maintenance Notification	KCPOA-008
Request for Variance Application	KCPOA-015

**Kissing Camels Property Owners Association**  
**DESIGN REVIEW APPLICATION – NEW CONSTRUCTION**  
 (KCPOA-001) 2 Pages

This application is used to request ARC review and approval for all new construction projects within Kissing Camels Estates. The application submittal must include a fully-completed “Design Package” as detailed in the “KCPOA Design Guidelines.”

**OWNER APPLICANT INFORMATION**

Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**SITE ADDRESS AND LEGAL DESCRIPTION**

Subdivision Name: \_\_\_\_\_ Filing Number: \_\_\_\_\_

Block Number (if applicable): \_\_\_\_\_ Lot Number: \_\_\_\_\_

Property Address: \_\_\_\_\_

**SUBMITTAL TYPE** (Select one of the following)

Preliminary Review

Revision Review

Final Review

**FEES** (Due at Preliminary and Final Review Submittals)

Application Fee: \$	Builder Escrow Deposit: \$	Impact Fee: \$
Check #:	Check #:	Check #:
Date Rec'd:	Date Rec'd:	Date Rec'd:

**DESIGN & CONSTRUCTION PERSONNEL**

**Architect -**

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

**General Contractor -**

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

**DESIGN REVIEW APPLICATION – NEW CONSTRUCTION, cont.**

**ESTIMATED PROJECT SCHEDULE** (Complete for Final Review)

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

**ACKNOWLEDGEMENT BY OWNER APPLICANT**

As the Owner Applicant, I have read, understand, and agree to abide by the “KCPOA Design Guidelines” and the “Appendix B, Covenant Standards” for the specific lot addressed in this application, concerning design and construction in Kissing Camels Estates. I further acknowledge that I have read and agree to abide by the “KCPOA Construction and Builder Regulations” and that any violations of these Regulations may result in immediate fines to the owner and requirement to cure stated violations. I acknowledge here the payment of all applicable fees due per Appendix C in the “Design Guidelines.” I further acknowledge that under the KCPOA Covenants, Section 5.9, there shall be no liability on KCPOA, its officers, volunteers, consultants, agents, officers or directors by reason of a mistake in judgment, failure to point out or correct deficiencies in plans or other submissions, negligence, or any other malfeasance, misfeasance, or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions.

**Signature:** \_\_\_\_\_ **Date Submitted:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

NOTE: An Agent may sign for the owner only if the ARC has a copy of a specific written agreement between the owner and proposed agent authorizing the agent to sign this application.

**SUBMIT APPLICATION, FEES, & DESIGN PACKAGE TO:**

KCPOA Architectural Review Committee (ARC) Email: arc@kc-poa.com

c/o KCPOA Management Office

1365 Garden of the Gods Road, Suite 108

Colorado Springs, CO 80907

Management Office Phone Number: (719) 623-2655

**MANAGEMENT OFFICE USE**

Package Received Date: \_\_\_\_\_ Received by Name: \_\_\_\_\_

Package Contents Verified Date: \_\_\_\_\_

Submitted to ARC Date: \_\_\_\_\_

**Kissing Camels Property Owners Association**  
**DESIGN REVIEW APPLICATION – REMODEL**  
 (KCPOA-002) 2 Pages

This application is used to request ARC review and approval for remodel projects within Kissing Camels Estates. Remodel projects are defined as “exterior alterations to existing residential structures.” The application submittal must include a fully-completed “Design Package” as detailed in the “KCPOA Design Guidelines.”

**OWNER APPLICANT INFORMATION**

Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

Contact Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**SITE LEGAL DESCRIPTION**

Subdivision Name: \_\_\_\_\_ Filing Number: \_\_\_\_\_

Block Number (if applicable): \_\_\_\_\_ Lot Number: \_\_\_\_\_

**SUBMITTAL TYPE** (Select one of the following)

Preliminary Review       Revision Review       Final Review

**FEES** (Due at Preliminary and Final Submittals)

Application Fee: \$	Builder Escrow Deposit: \$	Impact Fee: \$
Check #:	Check #:	Check #:
Date Rec'd:	Date Rec'd:	Date Rec'd:

**DESIGN & CONSTRUCTION PERSONNEL**

**Architect -**

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

**General Contractor -**

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

**DESIGN REVIEW APPLICATION – REMODEL, cont.**

**ESTIMATED PROJECT SCHEDULE** (Complete for Final Review)

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

**ACKNOWLEDGEMENT BY OWNER APPLICANT**

As the Owner Applicant, I have read, understand, and agree to abide by the “KCPOA Design Guidelines” and the “Appendix B, Covenant Standards” for the specific lot addressed in this application, concerning design and construction in Kissing Camels Estates. I further acknowledge that I have read and agree to abide by the “KCPOA Construction and Builder Regulations” and that any violations of these Regulations may result in immediate fines to the owner and requirement to cure stated violations. I acknowledge here the payment of all applicable fees due per Appendix C in the “Design Guidelines.” I further acknowledge that under the KCPOA Covenants, Section 5.9, there shall be no liability on KCPOA, its officers, volunteers, consultants, agents, officers or directors by reason of a mistake in judgment, failure to point out or correct deficiencies in plans or other submissions, negligence, or any other malfeasance, misfeasance, or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions.

**Signature:** \_\_\_\_\_ **Date Submitted:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

NOTE: An Agent may sign for the owner only if the ARC has a copy of a specific written agreement between the owner and proposed agent authorizing the agent to sign this application.

**SUBMIT APPLICATION, FEES, & DESIGN PACKAGE TO:**

KCPOA Architectural Review Committee (ARC) Email: arc@kc-poa.com

c/o KCPOA Management Office

1365 Garden of the Gods Road, Suite 108

Colorado Springs, CO 80907

Management Office Phone Number: (719) 623-2655

**MANAGEMENT OFFICE USE**

Package Received Date: \_\_\_\_\_ Received by Name: \_\_\_\_\_

Package Contents Verified Date: \_\_\_\_\_

Submitted to ARC Date: \_\_\_\_\_

**Kissing Camels Property Owners Association**  
**DESIGN REVIEW APPLICATION – LANDSCAPE**  
(KCPOA-003) 2 pages

This application is used to request ARC review and approval for all new construction AND remodel landscape projects within Kissing Camels Estates. The application submittal must include a fully-completed “Landscape Plan” as detailed in the “KCPOA Design Guidelines.”

**OWNER APPLICANT INFORMATION**

Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**SITE LEGAL DESCRIPTION**

Subdivision Name: \_\_\_\_\_ Filing Number: \_\_\_\_\_

Block Number (if applicable): \_\_\_\_\_ Lot Number: \_\_\_\_\_

**PROJECT TYPE** (Select one of the following)

New Home Landscape       Landscape Remodel at Existing Home

**SUBMITTAL TYPE** (Select one of the following)

Preliminary Review       Revision Review       Final Review

**FEE** (Submit with application for Preliminary Review for “Landscape Remodel” only, if applicable)

Impact Fee: \$	Check #:	Date Rec'd:
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**DESIGN & CONSTRUCTION PERSONNEL**

**Landscape Architect -**

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Landscape Contractor -**

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

**DESIGN REVIEW APPLICATION – LANDSCAPE, cont.**

**ESTIMATED PROJECT SCHEDULE** (Complete for Final Review)

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

**ACKNOWLEDGEMENT BY OWNER APPLICANT**

As the Owner Applicant, I have read, understand, and agree to abide by the “KCPOA Design Guidelines” and the “Appendix B, Covenant Standards” for the specific lot addressed in this application, concerning design and construction in Kissing Camels Estates. I further acknowledge that I have read and agree to abide by the “KCPOA Construction and Builder Regulations” and that any violations of these Regulations may result in immediate fines to the owner and requirement to cure stated violations. I acknowledge here the payment of all applicable fees due per Appendix C in the “Design Guidelines.” I further acknowledge that under the KCPOA Covenants, Section 5.9, there shall be no liability on KCPOA, its officers, volunteers, consultants, agents, officers or directors by reason of a mistake in judgment, failure to point out or correct deficiencies in plans or other submissions, negligence, or any other malfeasance, misfeasance, or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions.

**Signature:** \_\_\_\_\_ **Date Submitted:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**SUBMIT APPLICATION, FEE, & LANDSCAPE PLAN TO:**

KCPOA Architectural Review Committee (ARC) Email: arc@kc-poa.com  
c/o KCPOA Management Office  
1365 Garden of the Gods Road, Suite 108  
Colorado Springs, CO 80907  
Management Office Phone Number: (719) 623-2655

**MANAGEMENT OFFICE USE**

Package Received Date: \_\_\_\_\_ Received by Name: \_\_\_\_\_

Package Contents Verified Date: \_\_\_\_\_

Submitted to ARC Date: \_\_\_\_\_

**Kissing Camels Property Owners Association**  
**OWNER'S DESIGN PACKAGE CHECKLIST**  
(KCPOA-004) 2 Pages

This checklist is used by the Owner, Architect, and Site Surveyor to ensure that all required elements are included in the "Design Package" documentation. The Design Package, as detailed in the KCPOA Design Guidelines, Section 3.0, must include **one (1) set** of the following drawings and materials (in **hardcopy**) and **one (1) set** of drawings in the form of a PDF file (**electronic**).

1. Completed "**Design Review Application**" Form (select one from Appendix A: Forms)

**New Construction** (#KCPOA-001) OR **Remodel** (#KCPOA-002)

2. Payment of all **Required Fees** (see Appendix C: Fees & Fines Schedule)

3. "**Site Survey**" – Scale 1" = 10', containing the following:

- a. North Arrow
- b. Property Lines
- c. Legal Description
- d. Existing Topography at Contour Interval Level of one (1) foot
- e. All Platted and Recorded Easements (including Utility and Drainage)
- f. Lot Zoning Information
- g. Required Building Setbacks from all Property Lines
- h. Maximum Top of Foundation Elevation (as stated in Appendix B)
- i. Maximum Top of Roof Elevation (as stated in Appendix B)
- j. Location and Depth of Existing Utilities

4. "**Preliminary Construction Plan**" – Scale ¼" = 1', containing the following:

- a. Details Shown on the Site Survey
- b. Building Footprint
- c. Minimum Main Floor Square Footage (as stated in Appendix B)
- d. Floor Plan
- e. Roof Plan (including Overhangs and Ridge Configurations)
- f. Finished Floor Grade(s)
- g. Exterior Elevations (including Roof Heights, Existing and Finish Grade(s). and Notations on Exterior Materials)
- h. Driveway with Dimensions
- i. Parking area (if applicable)
- j. Mailbox Design and Location
- k. Fences and walls (if applicable)

## OWNER'S DESIGN PACKAGE CHECKLIST, cont.

- l. Patios and Decks
- m. Pools (if applicable)
- n. Other Planned Amenities
- o. Proposed Grading and Drainage
- p. Lot Covenants Standards Notation

5. **“Sample Board”** – quantity: (1) electronic, (1) actual board. Containing the following:

- a. Professional Quality and not to exceed 4-foot square
- b. Display Samples of Exterior Materials (Stone, Rock, Brick)
- c. Present Colors for Roof, Walls Materials (Paint, Stucco, and Stone), Exterior Trim, Windows, Doors, Exterior Railings, Concrete and other Paving, Fences and Screening Walls, and other Features.

**NOTE:** The Sample Board **MUST** be presented in electronic format with the Preliminary Review package. The **ACTUAL** Sample Board **MUST** be presented with the Final Review package, if not submitted earlier. This Sample Board will be posted by the Builder, on-site, no later than the completion of foundation backfill.

Refer to the KCPOA Design Guidelines, referenced above, to ensure that each component of the Design Package is in conformance with KCPOA requirements. A complete Design Package will be promptly submitted to the Architectural Review Committee; an incomplete package will be returned to the applicant with request for additional materials.

# **Kissing Camels Property Owners Association CONSTRUCTION AND BUILDER REGULATIONS**

**(KCPOA-005) 5 Pages**

The following regulations must be adhered to at all times for the duration of the construction project. Signature on the final page is required from the Owner, General Contractor, and all Other Construction Personnel.

## **Construction and Builder Regulations**

These regulations serve two purposes: To benefit the neighborhood by assuring that inconveniences caused by constructions operations are minimized and to benefit the builder by assuring construction efficiency.

### **Access to Construction Site**

The contractor, subcontractors, and workers require access to KCE and the construction site for the duration of the project. KCPOA will designate an access route that all personnel must follow, and all traffic rules will be enforced. Identification tags will be provided after proof of proper vehicle insurance is provided and these tags must be displayed on all vehicles. Violations may result in revocation of commercial access. General and sub-contractors must sign a copy of this Construction and Builder Requirements, Form # KCPOA-005.

### **Work Schedule**

Construction work will be allowed Monday through Saturday, between the hours of 7:00 am and 6:00 pm daily, unless prior written approval is given by the KCPOA Executive Board.

Work is prohibited on the following major holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Eve Day  
Christmas Day

### **Parking of Construction Vehicles**

All vehicles must be parked so as not to inhibit traffic or damage surrounding natural landscape or adjoining property. Vehicles may not park on lawns or common areas. Vehicle may not be left on community roads overnight. Trailers may be parked within a garage. For short-term projects, trailers may be left in the driveway after obtaining Community Manager approval.

### **Signage**

Displayed signage is limited to the following:

1. One professional sign, no larger than 2 feet x 4 feet, with street address. May include the names and phone numbers of the architect and general contractor, along with the real estate agency if appropriate.

## **CONSTRUCTION AND BUILDER REGULATIONS, cont.**

- a. Allowed only on the site of construction **AFTER** receiving ARC **Final Approval** and the RBD Building Permit.
  - b. Signage must be removed upon issuance of a Certificate of Occupancy.
  - c. For all other projects (not new construction), signage may only be placed after receiving ARC **Final Approval** and only for the duration of continuous construction.
2. The Sample Board, consistent with the requirements of Section 3.4(5).
  3. Signage is prohibited on vacant lots except as noted above.

### **Chemical Toilets**

A chemical toilet must be provided by the general contractor and placed on site pursuant to city regulations. Chemical toilets may not be placed on KCPOA streets. It must be cleaned, sanitized, and re-supplied on a weekly basis.

### **Dust, Odor and Noise**

The General Contractor will implement fugitive dust control measures for the duration of the project in accordance with applicable governmental regulations. General Contractor must cure any foul odors emanating from the project jobsite. For the duration of the work, construction personnel shall not be permitted to bring pets to the construction site. Construction personnel shall not be permitted to have music or sound broadcasting in any manner that is heard beyond the construction site or otherwise a disruption to the neighborhood.

### **Material & Equipment Storage, Construction and Work Debris**

1. Excess dirt, construction debris, and assorted trash and refuse may not be left on any lot or right-of-way.
2. Construction materials, supplies and equipment may be stored only on the lot for which they are intended, and only for the duration of construction. Preliminary staging of material or equipment prior to receiving Final Plan Approval is strictly prohibited.
3. Surrounding streets and properties must be kept clean of debris and swept daily.
4. Project materials may not be left on any adjacent lot without a Temporary Materials Storage Permit issued by the ARC. Application for a permit, Form KCPOA-006, must be made with the ARC for this approval.
5. Tracking mats are required at the lot entrance/exit location.

## **CONSTRUCTION AND BUILDER REGULATIONS, cont.**

6. All debris and trash must be confined to a trash receptacle daily and emptied regularly. Onsite dumpsters must be covered at the end of the workday to control blowing debris. Contractor must cleanup and wind-blown debris. Trash dumpsters may not be parked on KCPOA streets or right-of-way.

7. Concrete may only be dumped in the designated “Clean-out Area” and must be therein contained.

8. Building materials may be stored temporarily on the lot during continuous construction.

### **Temporary Materials Storage Permit - Street**

Owners needing to store project materials on KCPOA streets, during the day, for any portion of the construction project must request a “Temporary Materials Storage Permit”, Form KCPOA-006. The owner will be charged a \$500 damage deposit fee, as well as a non-refundable \$250 impact fee at the time the permit is requested. Amounts needed to repair damage in excess of the damage deposit fee will be assessed to the owner’s account.

a. The non-refundable impact fee will be used to offset the cost of the approval sign that must be posted on the property.

b. The \$500 damage deposit will be retained by KCPOA in order to repair any resulting damages to the street. **NOTE:** Owners will be responsible for photographing and documenting any existing damage to the street prior to the materials being placed on the street; if no damages are recorded prior to the materials being placed on the street, and damages are done to the street as a result of the materials being placed there, all or part of the damage deposit will be retained.

Under no circumstances may materials be left on the streets overnight and no more than one day’s worth of materials may be left on the street on any given day. Owners and contractors are asked to minimize the width of the material stockpile and assure it is as physically close to the curb as possible. At day’s end, any excess materials must be moved onto the construction lot. Upon completion of the project, the contractor will notify the ARC and a final site visit will be conducted by a representative of the ARC, or its designated representative, to close out the temporary material storage permit.

### **Excavation, Grading, and Erosion Control**

Excess excavation material must be taken away, excluding that needed for foundation backfill. During all site disruptions and grading operations, approved techniques for controlling erosion within the site, and onto other sites, such as silt fencing must be used.

## **CONSTRUCTION AND BUILDER REGULATIONS, cont.**

a. Except for Multi-Residential Developments, excavated earth and backfill materials may be stored only on the lot for which they are intended, and only for the duration of construction. Except for Multi-Residential Developments, excavated earth and backfill material from one lot in KCE may not be stored on another lot or area within KCE.

b. Excavated earth, backfill, and landscaping materials stored on the lot for which they are intended must have adequate erosion control and dust control measures in place for the duration of the project.

c. Excess excavation material must be hauled offsite in a covered vehicle.

### **Street Cut and Repair**

Street Cuts are defined as any activity which requires a contractor to cut into the asphalt, curb and/or gutter. The general contractor must provide the ARC with compaction tests and warranty repairs for a period of 2 years. All damage to existing KCPOA infrastructure during construction e.g., streets, curbs, swales, gutters, and common areas, shall be the responsibility of the owner and contractor to repair before final inspection approval is issued.

### **Road Safety**

All construction personnel must abide by the posted speed limits applicable to all KCE residents and guests. Failure to adhere is grounds for the revocation of the entry pass.

### **Contractor Guidelines**

It is the responsibility of the contractor to enforce with his sub-contractors and workers these minimum standards in their work areas:

- 1 Smoking cannot be prohibited but is highly discouraged due to health and safety concerns.
2. Smoking must not affect adjacent neighbors nor create a hazardous fire condition.
3. Smoking debris must be properly disposed of in fireproof containers.
4. Workers are restricted to the immediate work site and are not permitted free access to Kissing Camels Estates.

Workers and supervisors found to be in violation of these guidelines will be given a written warning and, if violations continue, may be banned from working within the community.

The contractor must provide a copy of these Construction and Builder Regulations to jobsite personnel and subcontractors and will be responsible for the enforcement of these regulations among contracted personnel.

## CONSTRUCTION AND BUILDER REGULATIONS, cont.

### Violations

Violations of these Construction and Builder Regulations will result in fines levied, pursuant to Appendix C, Section 2.0, on first and subsequent offenses (non-conforming conditions or actions), including failure to cure a prior offense, after notice and an opportunity for a hearing. Fines will be deducted from the lot owner's Builder Escrow Deposit; amounts exceeding the deposit will be assessed to the lot owner's account.

Owner

**Signature:** \_\_\_\_\_ **Date Submitted:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

Contractor

**Signature:** \_\_\_\_\_ **Date Submitted:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Kissing Camels Property Owners Association**  
**TEMPORARY MATERIALS STORAGE PERMIT**  
(KCPOA-006)

Owners needing to store project materials on KCPOA streets or adjacent lots, for a temporary period of time during a construction project, must submit this request for a "Temporary Materials Storage Permit" pursuant to Section 8.8.1 of the "KCPOA Design Guidelines."

**APPLICANT INFORMATION**

Name: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Construction Site Address: \_\_\_\_\_

**PERMIT TYPE REQUESTED (select one)**

**FEES REQUIRED**

On-Street Storage at Construction Site Location      \$500 Deposit + \$250 Impact Fee

Adjacent Lot Storage      No Fee Required  
(Note: Adjacent Lot Storage Permits must be renewed after 30 days from issuance)

**PROPERTY OWNER OF TEMPORARY STORAGE LOCATION**

Owner's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Storage Location Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**TEMPORARY STORAGE INFORMATION**

Materials being Stored: \_\_\_\_\_

Date Placed: \_\_\_\_\_ Date to be Removed: \_\_\_\_\_

**ACKNOWLEDGEMENT BY APPLICANT**

By signing this form and requesting this permit, I agree to abide by the provisions of the "KCPOA Design Guidelines" which govern the placement of materials for temporary storage.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SUBMIT APPLICATION, WITH FEE - IF APPLICABLE, TO:**

KCPOA Management Office:      1365 Garden of the Gods Road, Suite 108  
Office Phone: (719) 623-2655      Colorado Springs, CO 80907      Email: arc@kc-poa.com

**MANAGEMENT OFFICE USE**

Fees Paid (if applicable) date: \_\_\_\_\_ Approved by & Date: \_\_\_\_\_

**Kissing Camels Property Owners Association**  
**OWNER'S NOTICE OF COMPLETION**  
(KCPOA-007)

This notice is provided to the ARC, as the final step in the Design Review Process, to document "Completion of Construction."

**OWNER INFORMATION**

Name(s): \_\_\_\_\_

Home Address: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**OCCUPANCY INFORMATION**

Attach a copy of the RBD "Certificate of Occupancy" (required)

Expected Date of Occupancy: \_\_\_\_\_

**ACKNOWLEDGEMENT BY OWNER**

As the owner, and by submitting this document, I acknowledge that all construction and improvements, as previously approved by the ARC, and having passed all RBD inspections, have been completed and the residence is ready for occupancy. I further acknowledge that all site and street clean-up has been completed to the standards set forth in the KCPOA Design Guidelines and that I have read and understand the "Maintenance After Construction" requirements articulated in Section 4.0.

**Signature:** \_\_\_\_\_ **Date Submitted:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**SUBMIT APPLICATION, FEES, & DESIGN PACKAGE TO:**

KCPOA Architectural Review Committee (ARC)  
c/o KCPOA Management Office  
1365 Garden of the Gods Road, Suite 108  
Colorado Springs, CO 80907  
Management Office Phone Number: (719) 623-2655  
Email: arc@kc-poa.com

**MANAGEMENT OFFICE USE**

Package Received Date: \_\_\_\_\_ RBD COO Attached: \_\_\_\_\_

Submitted to ARC Date: \_\_\_\_\_

**Kissing Camels Property Owners Association**  
**PROPERTY MAINTENANCE NOTIFICATION**  
 (KCPOA-008) 2 Pages

This form is used to notify KCPOA of **Repair and Maintenance** projects to homes and landscapes within Kissing Camels Estates, where original materials, colors, and design, previously approved for the property remain the same AND for **Interior Remodel** projects. These projects do not require ARC approval, but are subject to Impact Fees as detailed in the “KCPOA Design Guidelines”, Appendix C. This notification, and payment of an Impact Fee, is required for all projects that involve the entry of construction-related vehicles, equipment and/or dumpsters. The Impact Fee is assessed for the construction traffic usage of KCPOA roads and is used to off-set the costs involved in future road maintenance.

**PROPERTY OWNER INFORMATION**

Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

Contact Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**SUBMITTAL TYPE** (Select one of the following)

- Exterior Maintenance       Interior Remodel       Landscape Maintenance

**PROJECT DESCRIPTION**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**IMPACT FEE SCHEDULE**

DESCRIPTION	IMPACT FEE
Projects over \$50,000	\$ 2,500
Projects \$30,000 to \$50,000	\$ 1,000
Projects \$10,000 to \$30,000	\$ 500
Projects under \$10,000 with Dumpster	\$ 250
Projects under \$10,000 with Heavy Equipment	\$ 250
Projects under \$10,000 with NO Dumpster	No Fee

**PROPERTY MAINTENANCE NOTIFICATION, cont.**

**IMPACT FEE PAYMENT** (Submit with this Notification, if applicable)

Fee per Schedule: \$ \_\_\_\_\_ Check#: \_\_\_\_\_

**CONSTRUCTION PERSONNEL**

**Primary Contractor -**

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

**ESTIMATED PROJECT SCHEDULE**

Estimated Start Date: \_\_\_\_\_ Estimated Completion Date: \_\_\_\_\_

**ACKNOWLEDGEMENT BY OWNER APPLICANT**

As the Owner Applicant, I have read, understand, and agree to abide by the "KCPOA Design Guidelines" and the "Appendix B, Covenant Standards" for the specific lot addressed in this application, concerning maintenance and repairs in Kissing Camels Estates. I further acknowledge that I have read and agree to abide by the "KCPOA Construction and Builder Regulations" and that any violations of these Regulations may result in immediate fines to the owner and requirement to cure stated violations. I acknowledge here the payment of all applicable fees due per Appendix C in the "Design Guidelines."

**Signature:** \_\_\_\_\_ **Date Submitted:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**SUBMIT NOTIFICATION AND IMPACT FEE TO:**

KCPOA Architectural Review Committee (ARC)  
c/o KCPOA Management Office  
1365 Garden of the Gods Road, Suite 108  
Colorado Springs, CO 80907  
Management Office Phone Number: (719) 623-2655  
Email: arc@kc-poa.com

**MANAGEMENT OFFICE USE**

Received Date: \_\_\_\_\_ Received by Name: \_\_\_\_\_

Submitted to ARC Date: \_\_\_\_\_

**Kissing Camels Property Owners Association**  
**REQUEST FOR VARIANCE APPLICATION**  
(KCPOA-015) 2 Pages

A written application for a variance from the KCPOA Design Guidelines may be requested only when unique circumstances such as topography, natural obstructions, hardship, or environmental issues require consideration of a change, subject to the provisions in Section 10.0. The Architectural Review Committee (ARC) shall determine, in its sole judgment, if said request will be granted.

**OWNER APPLICANT INFORMATION**

Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**SITE ADDRESS AND LEGAL DESCRIPTION**

Subdivision Name: \_\_\_\_\_ Filing Number: \_\_\_\_\_

Block Number (if applicable): \_\_\_\_\_ Lot Number: \_\_\_\_\_

Property Address: \_\_\_\_\_

**PROJECT TYPE** (Select one of the following)

- New Home Construction       Remodel at Existing Home

Under Section 9.21 of the KCPOA Covenants, the ARC may approve a variance from compliance with its guidelines under very limited and restrictive situations. Variances are to be considered rare and not to be based upon an applicant's desire to construct an Improvement that is or contains design features which are prohibited under these Design Guidelines or the Covenants.

**UNIQUE CIRCUMSTANCES SUPPORTING REQUEST** (Select from the following)

- Topography       Natural Obstructions       Environmental Considerations  
 Hardship       Other

**Provide Detailed Written Explanation for this Request:**

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**REQUEST FOR VARIANCE APPLICATION, cont.**

**Provide and/or Attach Additional Information in Support of this Request:**

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**Provide Names and Addresses of Adjacent Property Owners** (defined in Section 10.1.4 of the KCPOA Design Guidelines) subject to this Request and Notification:

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**ACKNOWLEDGEMENT BY OWNER APPLICANT**

As the Owner Applicant, I have read, understand, and agree to abide by the “KCPOA Design Guidelines” and the “Appendix B, Covenant Standards” including, without limitation, Section 10.0 of the Design Guidelines and Sections 9.20 and 9.21 of the Master Declaration concerning variances requested from the ARC. I further acknowledge and agree to pay all applicable KCPOA fees. By signing this Request for Variance, I consent to the mailing, publication, and posting of the Request for Variance (with applicant’s contact information deleted), and consent to the publication of any written decision issued by the ARC. Provided the ARC notifies me in advance that it must hire a professional consultant to review the Request for Variance, I agree to the associated costs and expenses incurred in the review.

**Signature:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**SUBMIT VARIANCE REQUEST TO:**

KCPOA Architectural Review Committee (ARC)  
c/o KCPOA Management Office  
1365 Garden of the Gods Road, Suite 108  
Colorado Springs, CO 80907  
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## Appendix B - Covenant Standards

### **By Subdivision**

<u>Subdivision Title:</u>	<u>Recorded Date:</u>
Summer Circle and Kissing Camels Subdivisions - Nos. 1, 2, 4, 5, 6, 10, 11, 14, 16 & 17	December 5, 2003
Fairways - Filing No. 1	December 5, 2003
Fairways - Filing No. 2	December 5, 2003
Fairways - Filing Nos. 3, 4, & 5	December 5, 2003
Fairways - Filing Nos. 6, 7, & 8	December 5, 2003
Fairways - Filing No. 9	December 5, 2003
Fairways - Filing No. 10	November 18, 2003
Fairways - Filing No. 11A	November 18, 2003
Mesa Vista - Filing No. 1	December 5, 2003
Mesa Vista - Filing No. 2	November 18, 2003
Mountain Vista - Filing No. 1	November 18, 2003
Mountain Vista - Filing Nos. 2, 2A, & 3	November 18, 2003
The Courtyard - Filing Nos. 1, 1A, 2, & 2A	December 5, 2003
The Greens - Filing Nos. 1, 2, & 3	December 5, 2003
Signature Point	June 28, 2011
RRP3: The Retreat	July 26, 2013
Northpointe	November 27, 2018
RRP2: Camels Point	May 1, 2015
RRP1: Red Rocks - Filing Nos. 1, 2, & 3	February, 2021
Kissing Camels Subdivision - Filing 5B	October 27, 2020

**Appendix B – Covenant Standards**  
**Summer Circle Subdivision and Kissing Camels Subdivision Nos. 1, 2, 4, 5, 6, 10, 11, 14, 16, and 17**

LOT LINE SETBACKS <sup>1,2</sup>				MINIMUM SQUARE FOOTAGE <sup>3</sup>			Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>
Front	Rear	Side (Adjoining Street)	Side (Other)	One Story	One Story Walkout	Two Story		
40' <sup>6</sup>	20' <sup>7</sup>	20'	15' <sup>8</sup>	3,000	N/A	3,000	See Note <sup>9</sup> Below	20' <sup>10</sup>

1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs in effect from time to time. In the absence of such a definition, a **front** lot line is each boundary line (whether one or more) between the Lot and any public or private street. A **side** lot line is any boundary line which meets and forms an angle with a front lot line, except that, for a corner Lot with two front lot lines, the side lot line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A **rear** lot line is each boundary line (whether one or more) which meets and forms an angle with the end of a side lot line opposite the front lot line or exists between boundary lines which meet and form angles with the end of side lot lines opposite the front lot line.
2. “Setback” shall mean the distance from each respective lot line to an improvement (other than landscaping), or any porch, eave, overhang, projection, or other part of an improvement.
3. “Minimum Square Footage” shall mean with respect to a dwelling the square footage of heated floor area devoted to living purposes on the street level, i.e., exclusive of roofed or unroofed porches, patios, terraces, basements (finished or unfinished), lofts, or garages.
4. “Maximum Foundation Elevation” shall mean the highest allowable elevation of the top of the foundation of any dwelling built, erected, or placed upon any Lot.
5. “Maximum Height” shall mean the maximum height of a dwelling or other structure or improvement above the top of foundation. Height shall be measured to the highest point of the ridge of the highest finished roof line.

## Summer Circle Subdivision and Kissing Camels Subdivision Nos. 1, 2, 4, 5, 6, 10, 11, 14, 16, and 17, cont.

6. At the discretion of the Architectural Review Committee, and based upon submitted and approved plans and specifications, the front lot line setback on any Lot may be reduced to thirty (30) feet to allow for an attached garage with a side entry (entry from the side, at a ninety (90) degree angle to the street, providing driveway access to the Lot), but areas of the dwelling devoted to living purposes must still comply with the forty (40) foot setback requirement.
7. Not less than the lesser of 20 feet or 15% of the average depth of Lot; provided, however, where the rear lot line of any Lot is also the side lot line of an adjoining Lot, the minimum setback for side lot lines shall apply to both sides of said lot line.
8. Not less than the lesser of 15 feet or 10% of the average width of Lot.
9. The Maximum Foundation Elevation for the main floor of the dwelling on each Lot shall be two and one-half (2 ½) feet above the average elevation of the paved street at the two front corners of the Lot, as measured at the points on such street where the two side Lot Lines of the Lot intersect (or would, if extended, intersect) with the paved street adjoining the front of the Lot. Any variance from these elevations may be granted by the Architectural Review Committee after the Owner has submitted complete Lot grading, building, and landscape plans for review and approval.
10. Provided, however, the height of an existing dwelling or other structure or improvement may not be increased to such height through remodel, replacement, or other means if to do so would materially interfere with the views from adjacent Lots or would otherwise interfere with the general intent and purpose of these Design Guidelines, the Covenants and/or any other applicable covenants governing the property (in either event, as determined by the Architectural Review Committee in its sole and absolute discretion). The Maximum Height restriction shall not apply to trees as they grow in height during maturation. The height of landscaping walls and fencing shall be separately restricted. Notwithstanding the foregoing provisions, in no event shall the maximum height of a dwelling or other structure or improvement within the property be allowed to exceed the maximum height allowed by applicable zoning laws.

**Appendix B – Covenant Standards  
Fairways Filing No. 1**

<b>LOT LINE SETBACKS</b> <sup>1,2</sup>					<b>MINIMUM SQUARE FOOTAGE</b> <sup>3</sup>			<b>Maximum Foundation Elevation</b> <sup>4</sup>	<b>Maximum Height</b> <sup>5</sup>	<b>Driveway Access</b>
<b>Block</b>	<b>Lot</b>	<b>Front</b>	<b>Rear</b>	<b>Side</b>	<b>One Story</b>	<b>Two Story Down</b>	<b>Two Story Up</b>			
1	1	40' 6"	40'	12' 6"	2,500	2,000	N/A	6,557	See Note 8 Below	Hill Circle
1	2	40' 6"	40'	12' 6"	2,500	2,000	N/A	6,553	See Note 8 Below	Hill Circle
1	3	40' 6"	40'	12' 6"	2,500	2,000	2,000	6,542	See Note 8 Below	Hill Circle
1	4	40' 6"	40'	12' 6"	2,500	2,000	N/A	6,544	See Note 8 Below	Hill Circle
1	5	40' 6"	40'	12' 6"	2,500	2,000	N/A	6,543	See Note 8 Below	Hill Circle
1	6	See Note 6, 7 Below	See Note 7 Below	See Note 7 Below	2,500	N/A	N/A	6,547	See Note 8 Below	Hill Circle or Coyote Pointe Drive
1	7	40' 6"	40'	12' 6"	2,500	N/A	N/A	6,541	See Note 8 Below	Coyote Pointe Drive
1	8	40' 6"	40'	12' 6"	2,500	2,000	N/A	6,535	See Note 8 Below	Coyote Pointe Drive
1	9	40' 6"	40'	12' 6"	2,500	2,000	N/A	6,529	See Note 8 Below	Coyote Pointe Drive
1	10	40' 6"	40'	12' 6"	2,500	2,000	N/A	6,522	See Note 8 Below	Coyote Pointe Drive
1	11	40' 6"	40'	12' 6"	2,500	2,000	N/A	6,529	See Note 8 Below	Coyote Pointe Drive

Fairways Filing No. 1, cont.

Block	Lot	LOT LINE SETBACKS <sup>1,2</sup>			MINIMUM SQUARE FOOTAGE <sup>3</sup>			Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>	Driveway Access
		Front	Rear	Side	One Story	Two Story Down	Two Story Up			
1	12	40' <sub>6</sub>	40'	12' 6"	2,500	2,000	N/A	6,533	See Note 8 Below	Coyote Pointe Drive
1	13	40' <sub>6</sub>	40'	12' 6"	2,500	N/A	N/A	6,535	See Note 8 Below	Coyote Pointe Drive
1	14	40' <sub>6</sub>	40'	12' 6"	2,500	N/A	N/A	6,537	See Note 8 Below	Coyote Pointe Drive
1	15	40' <sub>6</sub>	40'	12' 6"	2,500	N/A	N/A	6,536	See Note 8 Below	Coyote Pointe Drive
1	16	40' <sub>6</sub>	40'	12' 6"	2,500	N/A	N/A	6,535	See Note 8 Below	Coyote Pointe Drive
1	17	See Note 6, 7 Below	See Note 7 Below	See Note 7 Below	2,500	N/A	N/A	6,534	See Note 8 Below	Coyote Pointe Drive or Elisa Court
1	18	40' <sub>6</sub>	50'	12' 6"	2,500	N/A	N/A	6,533	See Note 8 Below	Elisa Court
1	19	40' <sub>6</sub>	50'	12' 6"	2,500	N/A	N/A	6,533	See Note 8 Below	Elisa Court
1	20	40' <sub>6</sub>	50'	12' 6"	2,500	N/A	N/A	6,531	See Note 8 Below	Elisa Court
1	21	40' <sub>6</sub>	40'	12' 6"	2,500	2,000	2,000	6,525	See Note 8 Below	Elisa Court
1	22	40' <sub>6</sub>	40'	12' 6"	2,500	2,000	N/A	6,527	See Note 8 Below	Elisa Court
1	23	40' <sub>6</sub>	40'	12' 6"	2,500	2,000	N/A	6,529	See Note 8 Below	Elisa Court
1	24	See Note 6, 7 Below	See Note 7 Below	See Note 7 Below	2,500	2,000	2,000	6,531	See Note 8 Below	Coyote Pointe Drive or Elisa Court

Fairways Filing No. 1, cont.

		LOT LINE SETBACKS <sup>1,2</sup>			MINIMUM SQUARE FOOTAGE <sup>3</sup>					
Block	Lot	Front	Rear	Side	One Story	Two Story Down	Two Story Up	Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>	Driveway Access
2	1	See Note 6, 7 Below	See Note 7 Below	See Note 7 Below	2,500	2,000	2,000	6,545	See Note 8 Below	Hill Circle or Coyote Pointe Drive
2	2	40' <sub>6</sub>	40'	12' 6"	2,500	2,000	2,000	6,543	See Note 8 Below	Hill Circle
2	3	40' <sub>6</sub>	40'	12' 6"	2,500	2,000	2,000	6,541	See Note 8 Below	Hill Circle
2	4	40' <sub>6</sub>	40'	12' 6"	2,500	2,000	2,000	6,539	See Note 8 Below	Hill Circle
2	5	40' <sub>6</sub>	40'	12' 6"	2,500	2,000	2,000	6,537	See Note 8 Below	Hill Circle
2	6	See Note 6, 7 Below	See Note 7 Below	See Note 7 Below	2,500	2,000	2,000	6,535	See Note 8 Below	Coyote Pointe Drive
2	7	40' <sub>6</sub>	40'	12' 6"	2,500	2,000	2,000	6,535	See Note 8 Below	Coyote Pointe Drive
2	8	40' <sub>6</sub>	40'	12' 6"	2,500	2,000	2,000	6,537	See Note 8 Below	Coyote Pointe Drive
2	9	40' <sub>6</sub>	40'	12' 6"	2,500	2,000	2,000	6,538	See Note 8 Below	Coyote Pointe Drive
2	10	40' <sub>6</sub>	40'	12' 6"	2,500	2,000	2,000	6,538	See Note 8 Below	Coyote Pointe Drive
2	11	40' <sub>6</sub>	40'	12' 6"	2,500	2,000	2,000	6,538	See Note 8 Below	Coyote Pointe Drive
2	12	See Note 6, 7 Below	See Note 7 Below	See Note 7 Below	2,500	2,000	2,000	6,534	See Note 8 Below	Coyote Pointe Drive

## Fairways Filing No. 1, cont.

1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs in effect from time to time. In the absence of such a definition, a **front** lot line is each boundary line (whether one or more) between the Lot and any public or private street. A **side** lot line is any boundary line which meets and forms an angle with a front lot line, except that, for a corner Lot with two front lot lines, the side lot line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A **rear** lot line is each boundary line (whether one or more) which meets and forms an angle with the end of a side lot line opposite the front lot line or exists between boundary lines which meet and form angles with the end of side lot lines opposite the front lot line.
2. “Setback” shall mean the distance from each respective lot line to an improvement (other than landscaping), or any porch, eave, overhang, projection, or other part of an improvement.
3. “Minimum Square Footage” shall mean with respect to a dwelling the square footage of heated floor area devoted to living purposes on the street level, i.e., exclusive of roofed or unroofed porches, patios, terraces, basements (finished or unfinished), lofts, or garages.
4. “Maximum Foundation Elevation” shall mean the highest allowable elevation of the top of the foundation of any dwelling built, erected, or placed upon any Lot. Any variance from these elevations may be granted by the Architectural Review Committee after the Owner has submitted complete Lot grading, building and landscape plans for review and approval.
5. “Maximum Height” shall mean the maximum height of a dwelling or other structure or improvement above the top of foundation. Height shall be measured by calculation of the vertical distance from the top of foundation to the highest point of the ridge of the highest finished roof line. The Maximum Height restriction shall not apply to trees as they grow in height during maturation. The height of landscaping walls and fences shall be separately restricted. Notwithstanding the foregoing provisions, in no event shall the maximum height of a dwelling or other structure or improvement within the property be allowed to exceed the maximum height allowed by applicable zoning laws.
6. At the discretion of the Architectural Review Committee, and based upon submitted and approved plans and specifications, the front lot line setback on any Lot may be reduced to thirty (30) feet to allow for an attached garage with a side entry (entry from the side, at a ninety (90) degree angle to the street, providing driveway access to the Lot), but areas of the dwelling devoted to living purposes must still comply with the forty (40) foot setback requirement.
7. See special setback provisions originally set forth in Declaration of Covenants, Conditions and Restrictions for The Fairways at Kissing Camel Estates Filing No. 1, recorded in the real property records of the El Paso County Clerk and Recorder on June 18, 1985, at Book 5023, Page 0758, and also attached hereto as Exhibit A.

## Fairways Filing No. 1, cont.

8. The Maximum Height of one-story and two-story down dwellings shall be limited to twenty (20) feet, and two-story up dwellings shall be limited to thirty (30) feet. In addition, with regard to two-story dwellings, the vertical wall on any two-story elevation shall not exceed nineteen (19) feet in height.

Note: Exhibit A - Special Setback Provisions shown on the following pages.

**Exhibit A – Special Setback Provisions**  
**Block 1, Lots 6, 17, and 24 of Fairways Filing No. 1**  
**Block 2, Lots 1, 6, and 12 of Fairways Filing No. 1**

**SETBACKS:** Every Dwelling Unit or other Structure or Improvement placed on a Lot shall be set back in accordance with the following prescribed distances from Lot lines, or in accordance with the recorded Plat of the Properties or applicable zoning laws, whichever results in a greater setback:

BLOCK	LOT	SETBACK FROM STREET LOT LINE <sub>1</sub>	SETBACK FROM SIDE LOT LINE <sub>2</sub>	SETBACK FROM REAR LOT LINE <sub>3</sub>	STREET ACCESS
1	1	40'	12' 6"	40'	Hill Circle
1	2	40'	12' 6"	40'	Hill Circle
1	3	40'	12' 6"	40'	Hill Circle
1	4	40'	12' 6"	40'	Hill Circle
1	5	40'	12' 6"	40'	Hill Circle
1	6	See Note 4 Below	See Note 4 Below	40'	Hill Circle or Coyote Pointe Drive
1	7	40'	12' 6"	40'	Coyote Pointe Drive
1	8	40'	12' 6"	40'	Coyote Pointe Drive
1	9	40'	12' 6"	40'	Coyote Pointe Drive
1	10	40'	15' / 12' 6"	40' / 70'	Coyote Pointe Drive

**Exhibit A – Special Setback Provisions, cont.**

<b>BLOCK</b>	<b>LOT</b>	<b>SETBACK FROM STREET LOT LINE <sub>1</sub></b>	<b>SETBACK FROM SIDE LOT LINE <sub>2</sub></b>	<b>SETBACK FROM REAR LOT LINE <sub>3</sub></b>	<b>STREET ACCESS</b>
1	11	40'	12' 6"	40'	Coyote Pointe Drive
1	12	40'	12' 6"	40'	Coyote Pointe Drive
1	13	40'	12' 6"	40'	Coyote Pointe Drive
1	14	40'	12' 6"	40'	Coyote Pointe Drive
1	15	40'	12' 6"	40'	Coyote Pointe Drive
1	16	40'	12' 6"	40'	Coyote Pointe Drive
1	17	See Note 5 Below	See Note 5 Below	See Note 5 Below	Coyote Pointe Drive or Elisa Court
1	18	40'	12' 6"	50'	Elisa Court
1	19	40'	12' 6"	50'	Elisa Court
1	20	40'	12' 6"	50'	Elisa Court
1	21	40'	12' 6"	40'	Elisa Court
1	22	40'	12' 6"	40'	Elisa Court
1	23	40'	12' 6"	40'	Elisa Court
1	24	See Note 6 Below	See Note 6 Below	See Note 6 Below	Coyote Pointe Drive or Elisa Court

**Exhibit A – Special Setback Provisions, cont.**

<b>BLOCK</b>	<b>LOT</b>	<b>SETBACK FROM STREET LOT LINE <sub>1</sub></b>	<b>SETBACK FROM SIDE LOT LINE <sub>2</sub></b>	<b>SETBACK FROM REAR LOT LINE <sub>3</sub></b>	<b>STREET ACCESS</b>
2	1	See Note 7 Below	See Note 7 Below	40'	Hill Circle or Coyote Pointe Drive
2	2	40'	12' 6"	40'	Hill Circle
2	3	40'	12' 6"	40'	Hill Circle
2	4	40'	12' 6"	40'	Hill Circle
2	5	40'	12' 6"	40'	Hill Circle
2	6	See Note 7 Below	See Note 7 Below	40'	Coyote Pointe Drive
2	7	40'	12' 6"	40'	Coyote Pointe Drive
2	8	40'	12' 6"	40'	Coyote Pointe Drive
2	9	40'	12' 6"	40'	Coyote Pointe Drive
2	10	40'	12' 6"	40'	Coyote Pointe Drive
2	11	40'	12' 6"	40'	Coyote Pointe Drive
2	12	See Note 8 Below	See Note 8 Below	See Note 8 Below	Coyote Pointe Drive

1. The “street” Lot line shall be the Lot line forming the boundary line between the Lot and any street which affords the principal access to the Lot.
2. The “side” Lot line shall be the Lot line forming the boundary line which meets and forms an angle with any street Lot line.
3. The “rear” Lot line, if any, shall be the Lot line forming the boundary line which meets and forms an angle with any side Lot lines.

## **Exhibit A – Special Setback Provisions, cont.**

4. Block 1, Lot 6: Owner may designate either the Lot line parallel to Hill Circle or the Lot line parallel to Coyote Pointe Drive as the “street” Lot line, with the other street Lot line becoming the “secondary street” Lot line for purposes of these setback requirements. The setback from the designated street Lot line shall be forty (40) feet, the setback from the designated secondary street Lot line shall be twenty-five (25) feet, the setback from the rear Lot line (Lot line opposite the designated street Lot line) shall be thirty (30) feet, and the setback from the side Lot line (Lot line opposite the secondary street Lot line) shall be twelve and one-half (12 ½) feet. The setback from the rear corner of the Lot where the two side Lot lines converge shall be forty (40) feet as required by the recorded plat.

5. Block 1, Lot 17: Owner may designate either the Lot line parallel to Coyote Pointe Drive or the Lot line parallel to Elisa Court as the “street” Lot line, with the other street Lot line becoming the “secondary street” Lot line for purposes of these setback requirements. The setback from the designated street Lot line shall be forty (40) feet, the setback from the designated secondary street Lot line shall be twenty-five (25) feet, the setback from the rear Lot line (Lot line opposite the designated street Lot line) shall be thirty (30) feet, and the setback from the side Lot line (Lot line opposite the secondary street Lot line) shall be twelve and one-half (12 ½) feet.

6. Block 1, Lot 24: Owner may designate either the Lot line parallel to Coyote Pointe Drive or the Lot line parallel to Elisa Court as the “street” Lot line, with the other street Lot line becoming the “secondary street” Lot line for purposes of these setback requirements. The setback from the designated street Lot line shall be forty (40) feet, the setback from the designated secondary street Lot line shall be twenty-five (25) feet, the setback from the Lot line paralleling Hill Circle shall be twenty-five (25) feet, and the setback from the side Lot line adjoining Lot 23 shall be twelve and one-half (12 ½) feet.

7. Block 2, Lots 1 and 6: Owner may designate either the Lot line parallel to Hill Circle or the Lot line parallel to Coyote Pointe Drive as the “street” Lot line, with the other street Lot line becoming the “secondary street” Lot line for purposes of these setback requirements. The setback from the designated street Lot line shall be forty (40) feet, the setback from the designated secondary street Lot line shall be twenty-five (25) feet, the setback from the rear Lot line (Lot line opposite the designated street Lot line) shall be forty (40) feet, and the setback from the side Lot line (Lot line opposite the designated secondary street Lot line) shall be twelve and one-half (12 ½) feet.

8. Block 2, Lot 12: Owner may designate either Lot line parallel to Coyote Pointe Drive as the “street” Lot line, with the other Lot line becoming the “secondary street” Lot line for purposes of these setback requirements. The setback from the designated street Lot line shall be forty (40) feet, the setback from the designated secondary street Lot line shall be twenty-five (25) feet, the setback from the rear Lot line (Lot line opposite the designated street Lot line) shall be forty (40) feet, and the setback from the side Lot line (Lot line opposite the designated secondary street Lot line) shall be twelve and one-half (12 ½) feet.

**Appendix B – Covenant Standards  
Fairways Filing No. 2**

		<b>LOT LINE SETBACKS</b> <sup>1,2</sup>				<b>MINIMUM SQUARE FOOTAGE</b> <sup>3</sup>			
<b>Block</b>	<b>Lot</b>	<b>Front</b>	<b>Rear</b>	<b>Side (Adjoining Street)</b>	<b>Side</b>	<b>One Story</b>	<b>One Story Walkout</b>	<b>Maximum Foundation Elevation</b> <sup>4</sup>	<b>Maximum Height</b> <sup>5</sup>
1	1	40' <sup>6</sup>	See Note 7 Below	30'	12' 6"	3,000	2,500	6,558	See Note 8 Below
2	1	40' <sup>6</sup>	40'	30'	12' 6"	3,000	2,500	6,549	See Note 8 Below
2	2	40' <sup>6</sup>	40'	30'	12' 6"	3,000	2,500	6,546	See Note 8 Below
2	3	40' <sup>6</sup>	40'	30'	12' 6"	3,000	2,500	6,545	See Note 8 Below
2	4	40' <sup>6</sup>	40'	30'	12' 6"	3,000	2,500	6,542	See Note 8 Below
2	5	40' <sup>6</sup>	40'	30'	12' 6"	3,000	2,500	6,533	See Note 8 Below
2	6	40' <sup>6</sup>	40'	30'	12' 6"	3,000	2,500	6,530	See Note 8 Below
2	7	40' <sup>6</sup>	40'	30'	12' 6"	3,000	2,500	6,530	See Note 8 Below
2	8	40' <sup>6</sup>	40'	30'	12' 6"	3,000	2,500	6,528	See Note 8 Below
2	9	40' <sup>6</sup>	40'	30'	12' 6"	3,000	2,500	6,525	See Note 8 Below
2	10	40' <sup>6</sup>	40'	30'	12' 6"	3,000	2,500	6,523	See Note 8 Below
2	11	40' <sup>6</sup>	40'	30'	12' 6"	3,000	2,500	6,521	See Note 8 Below
2	12	40' <sup>6</sup>	40'	30'	12' 6"	3,000	2,500	6,518	See Note 8 Below

Fairways Filing No. 2, cont.

		LOT LINE SETBACKS <sup>1,2</sup>				MINIMUM SQUARE FOOTAGE <sup>3</sup>			
Block	Lot	Front	Rear	Side (Adjoining Street)	Side	One Story	One Story Walkout	Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>
2	13	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,516	See Note 8 Below
2	14	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,516	See Note 8 Below
2	15	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,515	See Note 8 Below
2	16	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,516	See Note 8 Below
2	17	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,518	See Note 8 Below
2	18	40' <sub>6</sub>	50'	30'	12' 6"	3,000	2,500	6,522	See Note 8 Below
2	19	40' <sub>6</sub>	50'	30'	12' 6"	3,000	2,500	6,525	See Note 8 Below
2	20	40' <sub>6</sub>	50'	30'	12' 6"	3,000	2,500	6,528	See Note 8 Below
2	21	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,533	See Note 8 Below
2	22	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,536	See Note 8 Below
2	23	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,540	See Note 8 Below
2	24	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,543	See Note 8 Below
2	25	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,547	See Note 8 Below
2	26	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,551	See Note 8 Below
2	27	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,553	See Note 8 Below

Fairways Filing No. 2, cont.

		LOT LINE SETBACKS <sup>1,2</sup>				MINIMUM SQUARE FOOTAGE <sup>3</sup>			
Block	Lot	Front	Rear	Side (Adjoining Street)	Side	One Story	One Story Walkout	Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>
3	1	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,541	See Note 8 Below
3	2	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,539	See Note 8 Below
3	3	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,533	See Note 8 Below
3	4	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,530	See Note 8 Below
3	5	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,527	See Note 8 Below
3	6	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,522	See Note 8 Below
3	7	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,525	See Note 8 Below
3	8	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,532	See Note 8 Below
3	9	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,538	See Note 8 Below

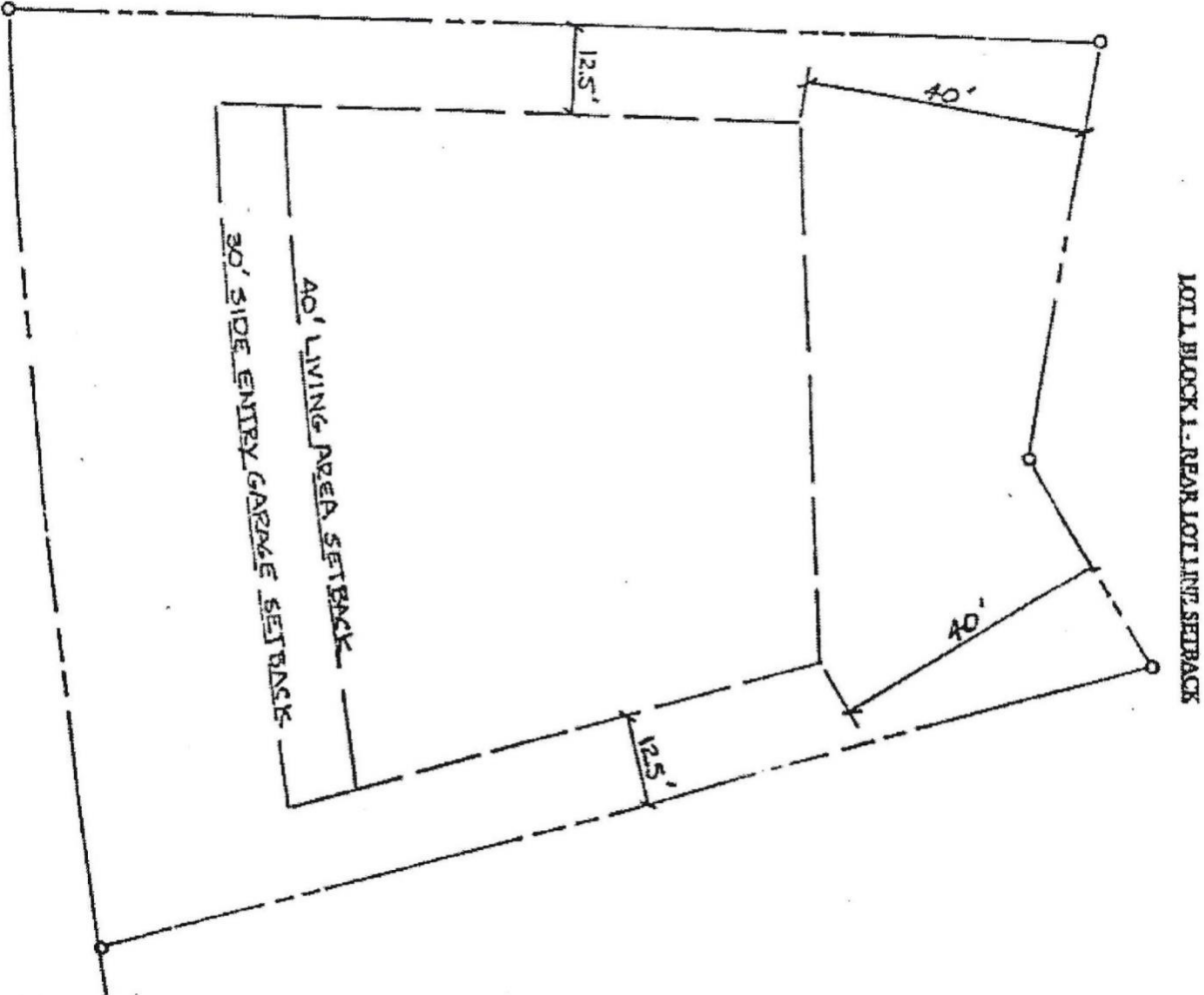
1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs in effect from time to time. In the absence of such a definition, a **front** lot line is each boundary line (whether one or more) between the Lot and any public or private street. A **side** lot line is any boundary line which meets and forms an angle with a front lot line, except that, for a corner Lot with two front lot lines, the side lot line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A **rear** lot line is each boundary line (whether one or more) which meets and forms an angle with the end of a side lot line opposite the front lot line or exists between boundary lines which meet and form angles with the end of side lot lines opposite the front lot line.

## Fairways Filing No. 2, cont.

2. “Setback” shall mean the distance from each respective lot line to an improvement (other than landscaping), or any porch, eave, overhang, projection, or other part of an improvement.
3. “Minimum Square Footage” shall mean with respect to a dwelling the square footage of heated floor area devoted to living purposes on the street level, i.e., exclusive of roofed or unroofed porches, patios, terraces, basements (finished or unfinished), lofts, or garages.
4. “Maximum Foundation Elevation” shall mean the highest allowable elevation of the top of the foundation of any dwelling built, erected, or placed upon any Lot. Any variance from these elevations may be granted by the Architectural Review Committee after the Owner has submitted complete Lot grading, building and landscape plans for review and approval.
5. “Maximum Height” shall mean the maximum height of a dwelling or other structure or improvement above the top of foundation. Height shall be measured by calculation of the vertical distance from the top of foundation to the highest point of the ridge of the highest finished roof line. The Maximum Height restriction shall not apply to trees as they grow in height during maturation. The height of landscaping walls and fences shall be separately restricted. Notwithstanding the foregoing provisions, in no event shall the maximum height of a dwelling or other structure or improvement within the property be allowed to exceed the maximum height allowed by applicable zoning laws.
6. At the discretion of the Architectural Review Committee, and based upon submitted and approved plans and specifications, the front lot line setback on any Lot may be reduced to thirty (30) feet to allow for an attached garage with a side entry (entry from the side, at a ninety (90) degree angle to the street, providing driveway access to the Lot), but areas of the dwelling devoted to living purposes must still comply with the forty (40) foot setback requirement.
7. At the discretion of the Architectural Review Committee, a special rear Lot Line setback variance may be permitted as originally provided in Declaration of Covenants, Conditions, Restrictions and Easements for The Fairways at Kissing Camels Estates Filing No. 2, recorded in the real property records of the El Paso County Clerk and Recorder on August 5, 1994, at Reception No. 094108941, and also attached hereto as Exhibit A.
8. The Maximum Height of dwellings shall be limited to twenty-three (23) feet. In addition, with regard to one-story walkout dwellings, the vertical wall on any two-story elevation shall not exceed twenty (20) feet in height.

Note: Exhibit A - Special Setback Provisions shown on the following page.

Exhibit A - Special Setback Provisions: Block 1, Lot 1 of Fairways Filing No. 2



**Appendix B – Covenant Standards  
Fairways Filing Nos. 3, 4, & 5**

<b>LOT LINE SETBACKS</b> <sup>1,2</sup>							<b>MINIMUM SQUARE FOOTAGE</b> <sup>3</sup>			
<b>Filing</b>	<b>Block</b>	<b>Lot</b>	<b>Front</b>	<b>Rear</b>	<b>Side (Adjoining Street)</b>	<b>Side (Other)</b>	<b>One Story</b>	<b>One Story Walkout</b>	<b>Maximum Foundation Elevation</b> <sup>4</sup>	<b>Maximum Height</b> <sup>5</sup>
3	N/A	1	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,553	See Note 7 Below
3	N/A	2	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,548	See Note 7 Below
3	N/A	3	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,544	See Note 7 Below
3	N/A	4	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,538	See Note 7 Below
3	N/A	5	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,534	See Note 7 Below
3	N/A	6	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,533	See Note 7 Below
3	N/A	7	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,537	See Note 7 Below
3	N/A	8	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,542	See Note 7 Below
3	N/A	9	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,548	See Note 7 Below
3	N/A	10	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,554	See Note 7 Below
4	1	1	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,561	See Note 7 Below
4	1	2	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,551	See Note 7 Below
4	1	3	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,550	See Note 7 Below

Fairways Filing Nos. 3, 4, & 5, cont.

			LOT LINE SETBACKS <sup>1,2</sup>				MINIMUM SQUARE FOOTAGE <sup>3</sup>			
Filing	Block	Lot	Front	Rear	Side (Adjoining Street)	Side (Other)	One Story	One Story Walkout	Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>
4	1	4	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,552	See Note 7 Below
4	1	5	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,553	See Note 7 Below
4	1	6	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,554	See Note 7 Below
4	1	7	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,556	See Note 7 Below
4	1	8	40' <sub>6</sub>	50'	30'	12' 6"	3,000	2,500	6,556	See Note 7 Below
4	2	1	40' <sub>6</sub>	50'	30'	12' 6"	3,000	2,500	6,559	See Note 7 Below
4	2	2	40' <sub>6</sub>	50'	30'	12' 6"	3,000	2,500	6,551	See Note 7 Below
4	2	3	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,550	See Note 7 Below
4	2	4	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,551	See Note 7 Below
4	2	5	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,553	See Note 7 Below
4	3	1	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,560	See Note 7 Below
5	N/A	1	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,523	See Note 7 Below
5	N/A	2	40' <sub>6</sub>	40'	30'	12' 6"	3,000	2,500	6,522	See Note 7 Below

### Fairways Filing Nos. 3, 4, & 5, cont.

1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs in effect from time to time. In the absence of such a definition, a **front** lot line is each boundary line (whether one or more) between the Lot and any public or private street. A **side** lot line is any boundary line which meets and forms an angle with a front lot line, except that, for a corner Lot with two front lot lines, the side lot line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A **rear** lot line is each boundary line (whether one or more) which meets and forms an angle with the end of a side lot line opposite the front lot line or exists between boundary lines which meet and form angles with the end of side lot lines opposite the front lot line.
2. “Setback” shall mean the distance from each respective lot line to an improvement (other than landscaping), or any porch, eave, overhang, projection, or other part of an improvement.
3. “Minimum Square Footage” shall mean with respect to a dwelling the square footage of heated floor area devoted to living purposes on the street level, i.e., exclusive of roofed or unroofed porches, patios, terraces, basements (finished or unfinished), lofts, or garages.
4. “Maximum Foundation Elevation” shall mean the highest allowable elevation of the top of the foundation of any dwelling built, erected, or placed upon any Lot. Any variance from these elevations may be granted by the Architectural Review Committee after the Owner has submitted complete Lot grading, building and landscape plans for review and approval.
5. “Maximum Height” shall mean the maximum height of a dwelling or other structure or improvement above the top of foundation. Height shall be measured by calculation of the vertical distance from the top of foundation to the highest point of the ridge of the highest finished roof line. The Maximum Height restriction shall not apply to trees as they grow in height during maturation. The height of landscaping walls and fences shall be separately restricted. Notwithstanding the foregoing provisions, in no event shall the maximum height of a dwelling or other structure or improvement within the property be allowed to exceed the maximum height allowed by applicable zoning laws.
6. At the discretion of the Architectural Review Committee, and based upon submitted and approved plans and specifications, the front lot line setback on any Lot may be reduced to thirty (30) feet to allow for an attached garage with a side entry (entry from the side, at a ninety (90) degree angle to the street, providing driveway access to the Lot), but areas of the dwelling devoted to living purposes must still comply with the forty (40) foot setback requirement.
7. The Maximum Height of dwellings shall be limited to twenty-four (24) feet. In addition, with regard to one-story walkout dwellings, the vertical wall on any two-story elevation shall not exceed twenty (20) feet in height.

**Appendix B – Covenant Standards  
Fairways Filing Nos. 6, 7, & 8**

		<b>LOT LINE SETBACKS</b> <sup>1,2</sup>				<b>MINIMUM SQUARE FOOTAGE</b> <sup>3</sup>				
<b>Filing</b>	<b>Lot</b>	<b>Front</b>	<b>Rear</b>	<b>Side (Adjoining Street)</b>	<b>Side (Other)</b>	<b>One Story</b>	<b>One Story Walkout</b>	<b>Maximum Foundation Elevation</b> <sup>4</sup>	<b>Maximum Height</b> <sup>5</sup>	<b>Restricted Driveway Access</b>
6	1	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	3,000	N/A	6,559	See Note 8 Below	N/A
6	2	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	3,000	N/A	6,554	See Note 8 Below	N/A
6	3	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	3,000	N/A	6,551	See Note 8 Below	No Driveway Access from Hill Circle
6	4	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	3,000	N/A	6,555	See Note 8 Below	No Driveway Access from Hill Circle
6	5	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	3,000	3,000	6,554.5	See Note 8 Below	No Driveway Access from Hill Circle
6	6	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	3,000	N/A	6,555	See Note 8 Below	No Driveway Access from Hill Circle
6	7	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	3,000	N/A	6,552	See Note 8 Below	No Driveway Access from Hill Circle
6	8	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	3,000	3,000	6,550	See Note 8 Below	No Driveway Access from Hill Circle
6	9	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	2,500	N/A	6,551.5	See Note 8 Below	No Driveway Access from Hill Circle
6	10	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	3,000	3,000	6,552	See Note 8 Below	No Driveway Access from Hill Circle
6	11	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	3,000	3,000	6,552	See Note 8 Below	No Driveway Access from Hill Circle
6	12	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	2,500	N/A	6,551.5	See Note 8 Below	No Driveway Access from Hill Circle
6	13	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	3,000	N/A	6,549.5	See Note 8 Below	No Driveway Access from Hill Circle

Fairways Filing Nos. 6, 7, & 8, cont.

LOT LINE SETBACKS <sup>1,2</sup>						MINIMUM SQUARE FOOTAGE <sup>3</sup>		Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>	Restricted Driveway Access
Filing	Lot	Front	Rear	Side (Adjoining Street)	Side (Other)	One Story	One Story Walkout			
6	14	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	3,000	N/A	6,545	See Note 8 Below	No Driveway Access from Hill Circle
6	15	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	2,500	N/A	6,546.5	See Note 8 Below	No Driveway Access from Hill Circle
6	16	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	3,000	3,000	6,547	See Note 8 Below	No Driveway Access from Hill Circle
6	17	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	3,000	3,000	6,556	See Note 8 Below	No Driveway Access from Hill Circle
6	18	See Note 7 Below	See Note 7 Below	See Note 7 Below	See Note 7 Below	3,000	N/A	6,544	See Note 8 Below	No Driveway Access from Hill Circle
7	1	40' <sub>6</sub>	40'	30'	15'	3,400	N/A	6,595	See Note 8 Below	No Driveway Access from Hill Circle
7	2	40' <sub>6</sub>	40'	N/A	15'	3,400	3,400	6,592.5	See Note 8 Below	No Driveway Access from Hill Circle
7	3	40' <sub>6</sub>	40'	30'	15'	3,400	3,400	6,590.5	See Note 8 Below	No Driveway Access from Hill Circle
7	4	40' <sub>6</sub>	40'	N/A	15'	3,400	3,400	6,588.5	See Note 8 Below	No Driveway Access from Hill Circle
7	5	40' <sub>6</sub>	40'	N/A	15'	3,400	3,400	6,586.5	See Note 8 Below	No Driveway Access from Hill Circle
7	6	40' <sub>6</sub>	40'	N/A	15'	3,000	N/A	6,578	See Note 8 Below	No Driveway Access from Hill Circle
7	7	40' <sub>6</sub>	40'	N/A	15'	3,000	3,000	6,577	See Note 8 Below	No Driveway Access from Hill Circle
7	8	40' <sub>6</sub>	40'	N/A	15'	3,000	3,000	6,575.5	See Note 8 Below	No Driveway Access from Hill Circle

Fairways Filing Nos. 6, 7, & 8, cont.

		LOT LINE SETBACKS <sup>1,2</sup>				MINIMUM SQUARE FOOTAGE <sup>3</sup>				
Filing	Lot	Front	Rear	Side (Adjoining Street)	Side (Other)	One Story	One Story Walkout	Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>	Restricted Driveway Access
7	9	40' <sub>6</sub>	40'	N/A	15'	3,000	3,000	6,574.5	See Note 8 Below	No Driveway Access from Hill Circle
7	10	40' <sub>6</sub>	40'	N/A	15'	3,000	3,000	6,573	See Note 8 Below	No Driveway Access from Hill Circle
7	11	40' <sub>6</sub>	40'	N/A	15'	3,000	3,000	6,573	See Note 8 Below	No Driveway Access from Hill Circle
7	12	See Note 6, 7 Below	See Note 6, 7 Below	See Note 6, 7Below	See Note 6, 7 Below	3,000	3,000	6,572	See Note 8 Below	No Driveway Access from Hill Circle
7	13	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	N/A	6,574.5	See Note 8 Below	No Driveway Access from Hill Circle
7	14	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	N/A	6,579	See Note 8 Below	No Driveway Access from Hill Circle
7	15	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	N/A	6,583.5	See Note 8 Below	No Driveway Access from Hill Circle
7	16	40' <sub>6</sub>	40'	30'	12' 6"	3,000	N/A	6,592	See Note 8 Below	No Driveway Access from Hill Circle
7	17	40' <sub>6</sub>	40'	30'	12' 6"	3,000	N/A	6,594	See Note 8 Below	Access to Hill Circle Is Conditioned <sup>9</sup>
7	18	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	N/A	6,588.5	See Note 8 Below	N/A
7	19	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	2,800	6,585	See Note 8 Below	N/A
7	20	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	2,800	6,581.5	See Note 8 Below	N/A
7	21	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	2,800	6,579	See Note 8 Below	N/A

Fairways Filing Nos. 6, 7, & 8, cont.

		LOT LINE SETBACKS <sup>1,2</sup>				MINIMUM SQUARE FOOTAGE <sup>3</sup>				
Filing	Lot	Front	Rear	Side (Adjoining Street)	Side (Other)	One Story	One Story Walkout	Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>	Restricted Driveway Access
7	22	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	2,800	6,577	See Note 8 Below	N/A
7	23	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	2,800	6,573.5	See Note 8 Below	N/A
7	24	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	2,800	6,569.6	See Note 8 Below	N/A
7	25	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	2,800	6,565.5	See Note 8 Below	N/A
7	26	40' <sub>6</sub>	40'	30'	15'	3,200	N/A	6,589	See Note 8 Below	No Driveway Access from Hill Circle
7	27	30' <sub>6</sub>	30'	N/A	20'	3,200	N/A	6,587	See Note 8 Below	No Driveway Access from Hill Circle
7	28	30' <sub>6</sub>	30'	50'	20'	3,200	N/A	6,584	See Note 8 Below	No Driveway Access from Hill Circle
7	29	30' <sub>6</sub>	30'	N/A	20'	3,200	N/A	6,576	See Note 8 Below	No Driveway Access from Hill Circle
7	30	40' <sub>6</sub>	50'	30'	20'	3,200	N/A	6,582	See Note 8 Below	No Driveway Access from Hill Circle
8	1	40' <sub>6</sub>	40'	N/A	15'	3,400	3,400	6,584.5	See Note 8 Below	N/A
8	2	40' <sub>6</sub>	40'	N/A	15'	3,400	3,400	6,582	See Note 8 Below	N/A

### Fairways Filing Nos. 6, 7, & 8, cont.

1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs in effect from time to time. In the absence of such a definition, a **front** lot line is each boundary line (whether one or more) between the Lot and any public or private street. A **side** lot line is any boundary line which meets and forms an angle with a front lot line, except that, for a corner Lot with two front lot lines, the side lot line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A **rear** lot line is each boundary line (whether one or more) which meets and forms an angle with the end of a side lot line opposite the front lot line or exists between boundary lines which meet and form angles with the end of side lot lines opposite the front lot line.
2. “Setback” shall mean the distance from each respective lot line to an improvement (other than landscaping), or any porch, eave, overhang, projection, or other part of an improvement.
3. “Minimum Square Footage” shall mean with respect to a dwelling the square footage of heated floor area devoted to living purposes on the street level, i.e., exclusive of roofed or unroofed porches, patios, terraces, basements (finished or unfinished), lofts, or garages.
4. “Maximum Foundation Elevation” shall mean the highest allowable elevation of the top of the foundation of any dwelling built, erected, or placed upon any Lot. Any variance from these elevations may be granted by the Architectural Review Committee after the Owner has submitted complete Lot grading, building and landscape plans for review and approval.
5. “Maximum Height” shall mean the maximum height of a dwelling or other structure or improvement above the top of foundation. Height shall be measured by calculation of the vertical distance from the top of foundation to the highest point of the ridge of the highest finished roof line. The Maximum Height restriction shall not apply to trees as they grow in height during maturation. The height of landscaping walls and fences shall be separately restricted. Notwithstanding the foregoing provisions, in no event shall the maximum height of a dwelling or other structure or improvement within the property be allowed to exceed the maximum height allowed by applicable zoning laws.
6. At the discretion of the Architectural Review Committee, and based upon submitted and approved plans and specifications, the front lot line setback on any Lot may be reduced to thirty (30) feet to allow for an attached garage with a side entry (entry from the side, at a ninety (90) degree angle to the street, providing driveway access to the Lot), but areas of the dwelling devoted to living purposes must still comply with the forty (40) foot setback requirement.
7. See special setback provisions contained in original Declaration of Covenants, Conditions and Restrictions for The Fairways at Kissing Camels Estates Filing Nos. 6, 7, & 8, recorded in the real property records of the El Paso County Clerk and Recorder on September 14, 1998, at Reception No. 098132351, as amended, and also attached hereto as Exhibit A.

### **Fairways Filing Nos. 6, 7, & 8, cont.**

8. The Maximum Height of dwellings within Filing No. 6 shall be limited to twenty-four (24) feet, and within Filing Nos. 7 & 8 shall be limited to twenty-six (26) feet. In addition, with regard to one-story walkout dwellings, the vertical wall on any two-story elevation shall not exceed twenty-two (22) feet in height.
9. Driveway access to Hill Circle permitted so long as the full width of the curb cut for driveway is located within fifty (50) feet of the common boundary line between Lots 17 and 18.

Note: Exhibit A – Special Setback Provisions shown on the following pages.

Exhibit A - Special Setback Provisions: Fairways Filing No. 6, Lots 1 - 18

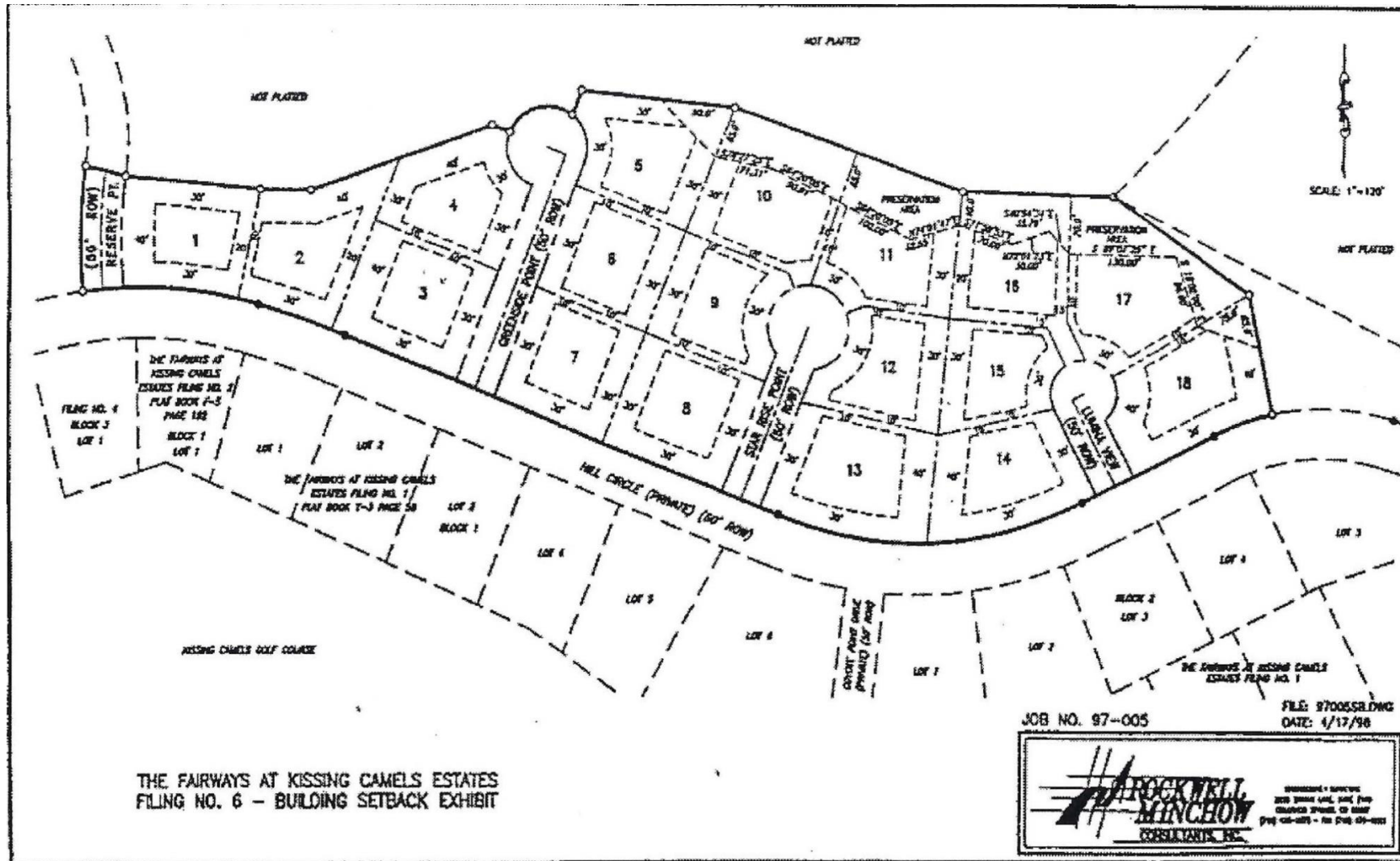
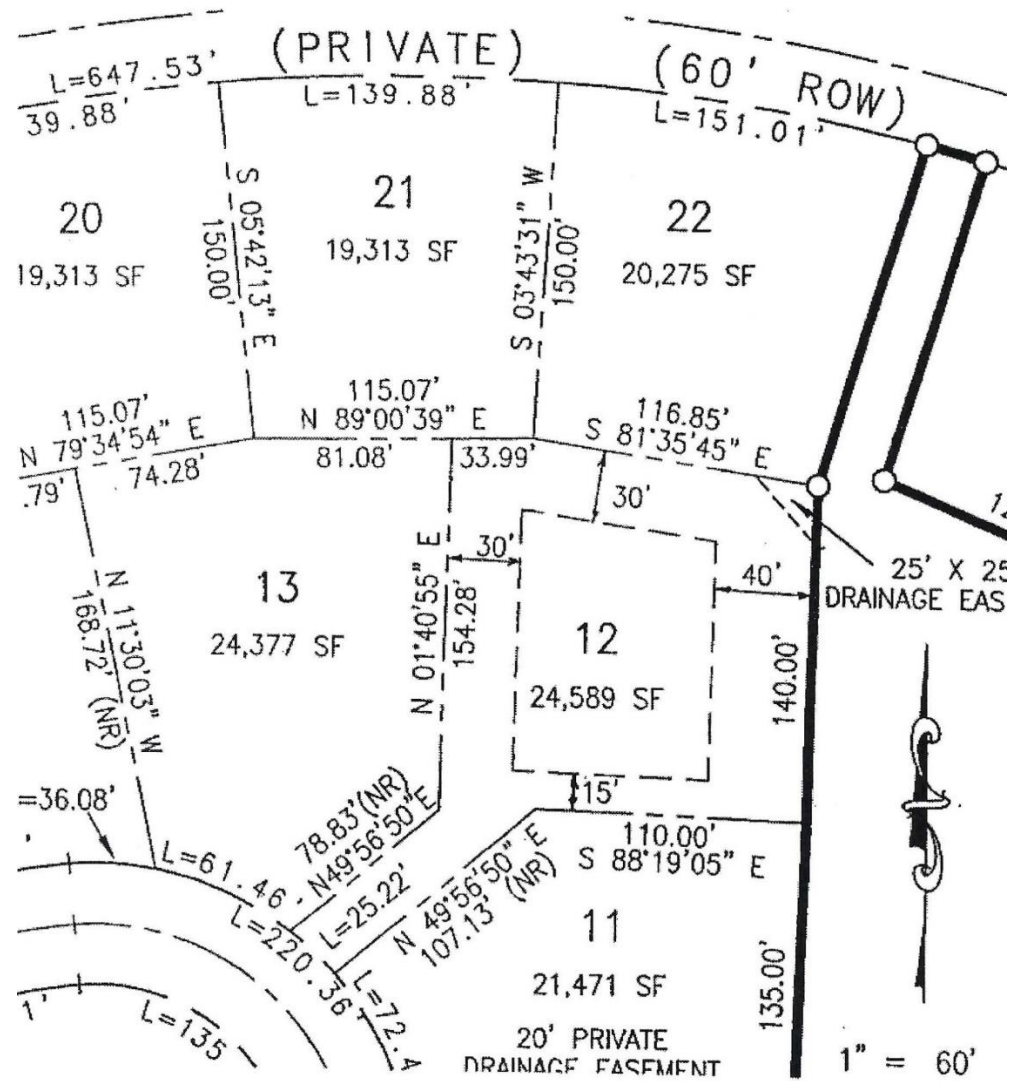


Exhibit A (cont.) - Special Setback Provisions: Fairways Filing No. 7, Lot 12



**Appendix B – Covenant Standards  
Fairways Filing No. 9**

LOT LINE SETBACKS <sup>1,2</sup>					MINIMUM SQUARE FOOTAGE <sup>3</sup>		Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>
Lot	Front	Rear	Side (Adjoining Street)	Side (Other)	One Story	One Story Walkout		
1	30'	40'	N/A	12' 6"	3,000	3,000	6,585.5	See Note 7 Below
2	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	3,000	6,581	See Note 7 Below
3	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	3,000	6,578	See Note 7 Below
4	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	3,000	6,575.5	See Note 7 Below
5	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	3,000	6,573	See Note 7 Below
6	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	3,000	6,570	See Note 7 Below
7	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	3,000	6,566	See Note 7 Below
8	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	3,000	6,562.5	See Note 7 Below
9	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	3,000	6,559	See Note 7 Below
10	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	3,000	6,556	See Note 7 Below
11	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	3,000	6,551.5	See Note 7 Below
12	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	3,000	6,547.5	See Note 7 Below

## Fairways Filing No. 9, cont.

1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs in effect from time to time. In the absence of such a definition, a **front** lot line is each boundary line (whether one or more) between the Lot and any public or private street. A **side** lot line is any boundary line which meets and forms an angle with a front lot line, except that, for a corner Lot with two front lot lines, the side lot line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A **rear** lot line is each boundary line (whether one or more) which meets and forms an angle with the end of a side lot line opposite the front lot line or exists between boundary lines which meet and form angles with the end of side lot lines opposite the front lot line.
2. “Setback” shall mean the distance from each respective lot line to an improvement (other than landscaping), or any porch, eave, overhang, projection, or other part of an improvement.
3. “Minimum Square Footage” shall mean with respect to a dwelling the square footage of heated floor area devoted to living purposes on the street level, i.e., exclusive of roofed or unroofed porches, patios, terraces, basements (finished or unfinished), lofts, or garages.
4. “Maximum Foundation Elevation” shall mean the highest allowable elevation of the top of the foundation of any dwelling built, erected, or placed upon any Lot. Any variance from these elevations may be granted by the Architectural Review Committee after the Owner has submitted complete Lot grading, building and landscape plans for review and approval.
5. “Maximum Height” shall mean the maximum height of a dwelling or other structure or improvement above the top of foundation. Height shall be measured by calculation of the vertical distance from the top of foundation to the highest point of the ridge of the highest finished roof line. The Maximum Height restriction shall not apply to trees as they grow in height during maturation. The height of landscaping walls and fences shall be separately restricted. Notwithstanding the foregoing provisions, in no event shall the maximum height of a dwelling or other structure or improvement within the property be allowed to exceed the maximum height allowed by applicable zoning laws.
6. At the discretion of the Architectural Review Committee, and based upon submitted and approved plans and specifications, the front lot line setback on any Lot may be reduced to thirty (30) feet to allow for an attached garage with a side entry (entry from the side, at a ninety (90) degree angle to the street, providing driveway access to the Lot), but areas of the dwelling devoted to living purposes must still comply with the forty (40) foot setback requirement.
7. The Maximum Height of dwellings shall be limited to twenty-four (24) feet. In addition, with regard to one-story walkout dwellings, the vertical wall on any two -story elevation shall not exceed twenty-two (22) feet in height.

**Appendix B – Covenant Standards  
Fairways Filing No. 10**

Lot	LOT LINE SETBACKS <sup>1,2</sup>				MINIMUM SQUARE FOOTAGE <sup>3</sup>			Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>
	Front	Rear	Side (Adjoining Street)	Side (Other)	One Story	One Story Walkout	Two Story		
1	40' <sub>6</sub>	40'	N/A	12' 6" <sub>7</sub>	3,000	N/A	N/A	6,521.5	24'
2	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	N/A	N/A	6,527	24'
3	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	N/A	N/A	6,532	24'
4	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	N/A	N/A	6,537	24'
5	40' <sub>6</sub>	40'	N/A	12' 6"	3,000	N/A	N/A	6,542	24'

1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs in effect from time to time. In the absence of such a definition, a **front** lot line is each boundary line (whether one or more) between the Lot and any public or private street. A **side** lot line is any boundary line which meets and forms an angle with a front lot line, except that, for a corner Lot with two front lot lines, the side lot line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A **rear** lot line is each boundary line (whether one or more) which meets and forms an angle with the end of a side lot line opposite the front lot line or exists between boundary lines which meet and form angles with the end of side lot lines opposite the front lot line.
2. “Setback” shall mean the distance from each respective lot line to an improvement (other than landscaping), or any porch, eave, overhang, projection, or other part of an improvement.
3. “Minimum Square Footage” shall mean with respect to a dwelling the square footage of heated floor area devoted to living purposes on the street level, i.e., exclusive of roofed or unroofed porches, patios, terraces, basements (finished or unfinished), lofts, or garages.

## Fairways Filing No. 10, cont.

4. “Maximum Foundation Elevation” shall mean the highest allowable elevation of the top of the foundation of any dwelling built, erected, or placed upon any Lot. Any variance from these elevations may be granted by the Architectural Review Committee after the Owner has submitted complete Lot grading, building and landscape plans for review and approval.
5. “Maximum Height” shall mean the maximum height of a dwelling or other structure or improvement above the top of foundation. Height shall be measured by calculation of the vertical distance from the top of foundation to the highest point of the ridge of the highest finished roof line. The Maximum Height restriction shall not apply to trees as they grow in height during maturation. The height of landscaping walls and fences shall be separately restricted. Notwithstanding the foregoing provisions, in no event shall the maximum height of a dwelling or other structure or improvement within the property be allowed to exceed the maximum height allowed by applicable zoning laws.
6. At the discretion of the Architectural Review Committee, and based upon submitted and approved plans and specifications, the front lot line setback on any Lot may be reduced to thirty (30) feet to allow for an attached garage with a side entry (entry from the side, at a ninety (90) degree angle to the street, providing driveway access to the Lot), but areas of the dwelling devoted to living purposes must still comply with the forty (40) foot setback requirement.
7. Setback from side lot line of Lot1 adjoining Parcel A shall be ten (10) feet instead of 12’ 6”.

**Appendix B – Covenant Standards  
Fairways Filing No. 11A**

Lot	LOT LINE SETBACKS <sup>1,2</sup>				MINIMUM SQUARE FOOTAGE <sup>3</sup>			Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>
	Front	Rear	Side (Adjoining Street)	Side (Other)	One Story	One Story Walkout	Two Story		
1	40' <sup>6</sup>	25'	N/A	15'	3,400	3,400	N/A	6,580	26 <sup>7</sup>

1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs in effect from time to time. In the absence of such a definition, a **front** lot line is each boundary line (whether one or more) between the Lot and any public or private street. A **side** lot line is any boundary line which meets and forms an angle with a front lot line, except that, for a corner Lot with two front lot lines, the side lot line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A **rear** lot line is each boundary line (whether one or more) which meets and forms an angle with the end of a side lot line opposite the front lot line or exists between boundary lines which meet and form angles with the end of side lot lines opposite the front lot line.
2. “Setback” shall mean the distance from each respective lot line to an improvement (other than landscaping), or any porch, eave, overhang, projection, or other part of an improvement.
3. “Minimum Square Footage” shall mean with respect to a dwelling the square footage of heated floor area devoted to living purposes on the street level, i.e., exclusive of roofed or unroofed porches, patios, terraces, basements (finished or unfinished), lofts, or garages.
4. “Maximum Foundation Elevation” shall mean the highest allowable elevation of the top of the foundation of any dwelling built, erected, or placed upon any Lot. Any variance from these elevations may be granted by the Architectural Review Committee after the Owner has submitted complete Lot grading, building and landscape plans for review and approval.

## Fairways Filing No. 11A, cont.

5. “Maximum Height” shall mean the maximum height of a dwelling or other structure or improvement above the top of foundation. Height shall be measured by calculation of the vertical distance from the top of foundation to the highest point of the ridge of the highest finished roof line. The Maximum Height restriction shall not apply to trees as they grow in height during maturation. The height of landscaping walls and fences shall be separately restricted. Notwithstanding the foregoing provisions, in no event shall the maximum height of a dwelling or other structure or improvement within the property be allowed to exceed the maximum height allowed by applicable zoning laws.
6. At the discretion of the Architectural Review Committee, and based upon submitted and approved plans and specifications, the front lot line setback on any Lot may be reduced to thirty (30) feet to allow for an attached garage with a side entry (entry from the side, at a ninety (90) degree angle to the street, providing driveway access to the Lot), but areas of the dwelling devoted to living purposes must still comply with the forty (40) foot setback requirement.
7. With regard to one-story walkout dwellings, the vertical wall on any two-story elevation shall not exceed twenty-two (22) feet in height (as measured from the top of the rear foundation elevation to the top of the first-floor wall plate).

**Appendix B – Covenant Standards  
Mesa Vista Filing No. 1**

Lot	LOT LINE SETBACKS <sup>1,2</sup>				MINIMUM SQUARE FOOTAGE <sup>3</sup>		Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>	Restricted Driveway Access
	Front	Rear	Side (Adjoining Street)	Side (Other)	One Story & One Story Walkout	Two Story & Two Story Walkout			
1	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	<i>No Driveway Access from Hill Circle</i>
2	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
3	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
4	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
5	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	<i>No Driveway Access from Hill Circle</i>
6	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	<i>No Driveway Access from Hill Circle</i>
7	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
8	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
9	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
10	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
11	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
12	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A

Mesa Vista Filing No. 1, cont.

Lot	LOT LINE SETBACKS <sup>1,2</sup>				MINIMUM SQUARE FOOTAGE <sup>3</sup>		Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>	Restricted Driveway Access
	Front	Rear	Side (Adjoining Street)	Side (Other)	One Story & One Story Walkout	Two Story & Two Story Walkout			
13	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
14	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	No Driveway Access from Hill Circle
15	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	No Driveway Access from Hill Circle
16	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
17	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
18	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
19	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
20	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
21	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
22	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	No Driveway Access from Hill Circle

1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs in effect from time to time. In the absence of such a definition, a **front** lot line is each boundary line (whether one or more) between the Lot and any public or private street. A **side** lot line is any boundary line which meets and forms an angle with a front lot line, except that, for a corner Lot with two front lot lines, the side lot line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A **rear** lot line is each

## Mesa Vista Filing No. 1, cont.

boundary line (whether one or more) which meets and forms an angle with the end of a side lot line opposite the front lot line or exists between boundary lines which meet and form angles with the end of side lot lines opposite the front lot line.

2. “Setback” shall mean the distance from each respective lot line to an improvement (other than landscaping), or any porch, eave, overhang, projection, or other part of an improvement.
3. “Minimum Square Footage” shall mean with respect to a dwelling the square footage of heated floor area devoted to living purposes on the street level, i.e., exclusive of roofed or unroofed porches, patios, terraces, basements (finished or unfinished), lofts, or garages.
4. “Maximum Foundation Elevation” shall mean the highest allowable elevation of the top of the foundation of any dwelling built, erected, or placed upon any Lot. Any variance from these elevations may be granted by the Architectural Review Committee after the Owner has submitted complete Lot grading, building and landscape plans for review and approval.
5. “Maximum Height” shall mean the maximum height of a dwelling or other structure or improvement above the top of foundation. The Height of a dwelling shall be measured by calculation of the vertical distance from the average elevation the finished grade adjoining the structure to the highest point of the ridge of the highest finished roof line. The average elevation of the finished grade adjoining the structure shall be the average of the exposed exterior elevations of all corners of the structure. In addition, with regard to two-story walkout dwellings, the vertical wall on any three-story elevation shall not exceed twenty-eight (28) feet in height. The Maximum Height restriction shall not apply to trees as they grow in height during maturation. The height of landscaping wall and fences shall be separately restricted. Notwithstanding the foregoing provisions, in no event shall the maximum height of a dwelling or other structure or improvement within the property be allowed to exceed the maximum height of a dwelling or other structure or improvement within the property be allowed to exceed the maximum height allowed by applicable zoning laws.
6. The Maximum Foundation elevation of any dwelling unit built, erected or placed upon any Lot shall conform with one or the other of the following alternatives:
  - (a) The Maximum Foundation Elevation shall not be greater than the finished grade contour of the Lot as established by the Declarant during development of the Property and existing immediately prior to commencement of construction of any dwelling; OR

## Mesa Vista Filing No. 1, cont.

(b) The Maximum Foundation Elevation shall not be greater than one foot six inches (1'6") above the average top-of-curb grade, where the "average top-of-curb grade" shall mean the arithmetic average of the grade of the edge of the curb of any Lot at the two (2) property corners, or the three (3) property corners of a corner Lot.

**Appendix B – Covenant Standards  
Mesa Vista Filing No. 2**

Lot	LOT LINE SETBACKS <sup>1,2</sup>				MINIMUM SQUARE FOOTAGE <sup>3</sup>		Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>	Restricted Driveway Access
	Front	Rear	Side (Adjoining Street)	Side (Other)	One Story & One Story Walkout	Two Story & Two Story Walkout			
1	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	No Driveway Access from Hill Circle
2	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
3	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
4	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
5	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
6	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
7	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
8	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
9	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	No Driveway Access from Hill Circle
10	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	No Driveway Access from Hill Circle
11	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
12	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A

Mesa Vista Filing No. 2, cont.

Lot	LOT LINE SETBACKS <sup>1,2</sup>				MINIMUM SQUARE FOOTAGE <sup>3</sup>		Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>	Restricted Driveway Access
	Front	Rear	Side (Adjoining Street)	Side (Other)	One Story & One Story Walkout	Two Story & Two Story Walkout			
13	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
14	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
15	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
16	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
17	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
18	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	N/A
19	30'	30'	25'	10'	2,500	1,800	See Note 6 Below	30'	No Driveway Access from Hill Circle

1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs in effect from time to time. In the absence of such a definition, a **front** lot line is each boundary line (whether one or more) between the Lot and any public or private street. A **side** lot line is any boundary line which meets and forms an angle with a front lot line, except that, for a corner Lot with two front lot lines, the side lot line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A **rear** lot line is each boundary line (whether one or more) which meets and forms an angle with the end of a side lot line opposite the front lot line or exists between boundary lines which meet and form angles with the end of side lot lines opposite the front lot line.
2. “Setback” shall mean the distance from each respective lot line to an improvement (other than landscaping), or any porch, eave, overhang, projection, or other part of an improvement.

## Mesa Vista Filing No. 2, cont.

3. “Minimum Square Footage” shall mean with respect to a dwelling the square footage of heated floor area devoted to living purposes on the street level, i.e., exclusive of roofed or unroofed porches, patios, terraces, basements (finished or unfinished), lofts, or garages.
4. “Maximum Foundation Elevation” shall mean the highest allowable elevation of the top of the foundation of any dwelling built, erected, or placed upon any Lot. Any variance from these elevations may be granted by the Architectural Review Committee after the Owner has submitted complete Lot grading, building and landscape plans for review and approval.
5. “Maximum Height” shall mean the maximum height of a dwelling or other structure or improvement above the top of foundation. The Height of a dwelling shall be measured by calculation of the vertical distance from the average elevation the finished grade adjoining the structure to the highest point of the ridge of the highest finished roof line. The average elevation of the finished grade adjoining the structure shall be the average of the exposed exterior elevations of all corners of the structure. In addition, with regard to two-story walkout dwellings, the vertical wall on any three-story elevation shall not exceed twenty-eight (28) feet in height. The Maximum Height restriction shall not apply to trees as they grow in height during maturation. The height of landscaping wall and fences shall be separately restricted. Notwithstanding the foregoing provisions, in no event shall the maximum height of a dwelling or other structure or improvement within the property be allowed to exceed the maximum height by applicable zoning laws.
6. The Maximum Foundation elevation of any dwelling unit built, erected or placed upon any Lot shall conform with one or the other of the following alternatives:
  - (a) The Maximum Foundation Elevation shall not be greater than the finished grade contour of the Lot as established by the Declarant during development of the Property and existing immediately prior to commencement of construction of any dwelling; OR
  - (b) The Maximum Foundation Elevation shall not be greater than one foot six inches (1’6”) above the average top-of-curb grade, where the “average top-of-curb grade” shall mean the arithmetic average of the grade of the edge of the curb of any Lot at the two (2) property corners, or the three (3) property corners of a corner Lot.

**Appendix B – Covenant Standards  
Mountain Vista Filing No. 1**

Lot	LOT LINE SETBACKS <sup>1,2</sup>				MINIMUM SQUARE FOOTAGE <sup>3</sup>		Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>	Restricted Driveway Access
	Front	Rear	Side (Adjoining Street)	Side (Other)	One Story	One Story Walkout			
1	40' <sup>6</sup>	50'	N/A	15'	3,400	N/A	6,532.5	26'	N/A
2	40' <sup>6</sup>	50'	N/A	15'	3,400	N/A	6,536.5	26'	N/A
3	40' <sup>6</sup>	50'	N/A	15'	3,400	N/A	6,541.5	26'	N/A
4	40' <sup>6</sup>	50'	N/A	15'	3,400	N/A	6,547	26'	N/A
5	25'	See Note 7 Below	N/A	15'	3,400	3,400	6,551	26' <sup>8</sup>	N/A
6	25'	See Note 7 Below	N/A	15'	3,400	3,400	6,575	26' <sup>8</sup>	N/A
7	25'	See Note 7 Below	N/A	15'	3,400	N/A	6,578	26'	N/A
8	25'	See Note 7 Below	N/A	15'	3,400	N/A	6,581	26'	N/A
9	25'	See Note 7 Below	N/A	15'	3,400	N/A	6,584	26'	N/A
10	25'	See Note 7 Below	N/A	15'	3,400	N/A	6,586	26'	N/A

1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs in effect from time to time. In the absence of such a definition, a **front** lot line is each boundary line (whether one or more) between the Lot and any public or private street. A **side** lot line is any boundary line which meets and forms an angle with a front lot line, except that, for a corner Lot with two front lot lines, the side lot line is

## Mountain Vista Filing No. 1, cont.

the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A **rear** lot line is each boundary line (whether one or more) which meets and forms an angle with the end of a side lot line opposite the front lot line or exists between boundary lines which meet and form angles with the end of side lot lines opposite the front lot line.

2. “Setback” shall mean the distance from each respective lot line to an improvement (other than landscaping), or any porch, eave, overhang, projection, or other part of an improvement.
3. “Minimum Square Footage” shall mean with respect to a dwelling the square footage of heated floor area devoted to living purposes on the street level, i.e., exclusive of roofed or unroofed porches, patios, terraces, basements (finished or unfinished), lofts, or garages.
4. “Maximum Foundation Elevation” shall mean the highest allowable elevation of the top of the foundation of any dwelling built, erected, or placed upon any Lot. Any variance from these elevations may be granted by the Architectural Review Committee after the Owner has submitted complete Lot grading, building and landscape plans for review and approval.
5. “Maximum Height” shall mean the maximum height of a dwelling or other structure or improvement above the top of foundation. Height shall be measured by calculation of the vertical distance from the top of foundation to the highest point of the ridge of the highest finished roof line. The Maximum Height restriction shall not apply to trees as they grow in height during maturation. The height of landscaping walls and fences shall be separately restricted. Notwithstanding the foregoing provisions, in no event shall the maximum height of a dwelling or other structure or improvement within the property be allowed to exceed the maximum height allowed by applicable zoning laws.
6. At the discretion of the Architectural Review Committee, and based upon submitted and approved plans and specifications, the front lot line setback on any Lot may be reduced to thirty (30) feet to allow for an attached garage with a side entry (entry from the side, at a ninety (90) degree angle to the street, providing driveway access to the Lot), but areas of the dwelling devoted to living purposes must still comply with the forty (40) foot setback requirement.
7. See Exhibit 5.16(A) and (B) of the original Declaration of Covenants, Conditions, Restrictions and Easements for Mountain Vista at Kissing Camels Estates Filing No. 1, recorded in the real property records of the El Paso County Clerk and Recorder on September 14, 1998, at Reception No. 098132350, which show special rear lot line **Setbacks** for Lots 5-10 of Filing No.1, and also attached hereto as Exhibit A. Also, the rear setback line on Lots 5 and 6 of Filing No. 1 shall be applicable to the rear foundation of the dwellings only, and a porch, eave, overhang, deck, patio, terrace or other such amenity shall be permitted to encroach onto the rear setback area of Lots 5 and 6 so long as they are not located closer to the rear lot line than fifty (50) feet.

### **Mountain Vista Filing No. 1, cont.**

8. With regard to one-story walkout dwellings, the vertical wall on any two-story elevation shall not exceed twenty-two (22) feet in height (as measured from the top of the rear foundation elevation to the top of the first-floor wall plate).

Note: Exhibit A - Special Setback Provisions shown on the following pages.





**Appendix B – Covenant Standards  
Mountain Vista Filing Nos. 2, 2A, &3**

LOT LINE SETBACKS <sup>1,2</sup>						MINIMUM SQUARE FOOTAGE <sup>3</sup>				
Filing	Lot	Front	Rear	Side (Adjoining Street)	Side (Other)	One Story	One Story Walkout	Maximum Foundation Elevation <sup>4</sup>	Maximum Height <sup>5</sup>	Restricted Driveway Access
2	1	25'	Per Plat 6	N/A	15'	3,400	3,400	6,555	26' <sup>7</sup>	N/A
2	2	25'	Per Plat 6	N/A	15'	3,400	3,400	6,559	26' <sup>7</sup>	N/A
2	3	25'	Per Plat 6	N/A	15'	3,400	3,400	6,563	26' <sup>7</sup>	N/A
2	4	25'	Per Plat 6	N/A	15'	3,400	3,400	6,567.5	26' <sup>7</sup>	N/A
2A	1	25'	Per Plat 6	N/A	15'	3,400	3,400	6,575	26' <sup>7</sup>	N/A
2A	2	25'	Per Plat 6	N/A	15'	3,400	3,400	6,575	26' <sup>7</sup>	N/A
3	1	25'	Per Plat 6	N/A	15'	3,400	3,400	6,595.5	26' <sup>7</sup>	N/A
3	2	25'	Per Plat 6	N/A	15'	3,400	3,400	6,598.5	26' <sup>7</sup>	N/A
3	3	25'	Per Plat 6	N/A	15'	3,400	3,400	6,601	26' <sup>7</sup>	N/A
3	4	25'	Per Plat 6	N/A	15'	3,400	3,400	6,603.5	26' <sup>7</sup>	N/A
3	5	25'	Per Plat 6	N/A	15'	3,400	3,400	6,608.5	26' <sup>7</sup>	N/A

1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs in effect from time to time. In the absence of such a definition, a **front** lot line is each boundary line (whether one or more) between the Lot and any public or private street. A **side** lot line is any boundary line which meets and forms an angle with a front lot line, except that, for a corner Lot with two front lot lines, the side lot line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A **rear** lot line is each

## Mountain Vista Filing Nos. 2, 2A & 3, cont.

boundary line (whether one or more) which meets and forms an angle with the end of a side lot line opposite the front lot line or exists between boundary lines which meet and form angles with the end of side lot lines opposite the front lot line.

2. “Setback” shall mean the distance from each respective lot line to an improvement (other than landscaping), or any porch, eave, overhang, projection, or other part of an improvement.
3. “Minimum Square Footage” shall mean with respect to a dwelling the square footage of heated floor area devoted to living purposes on the street level, i.e., exclusive of roofed or unroofed porches, patios, terraces, basements (finished or unfinished), lofts, or garages.
4. “Maximum Foundation Elevation” shall mean the highest allowable elevation of the top of the foundation of any dwelling built, erected, or placed upon any Lot. Any variance from these elevations may be granted by the Architectural Review Committee after the Owner has submitted complete Lot grading, building and landscape plans for review and approval.
5. “Maximum Height” shall mean the maximum height of a dwelling or other structure or improvement above the top of foundation. Height shall be measured by calculation of the vertical distance from the top of foundation to the highest point of the ridge of the highest finished roof line. The Maximum Height restriction shall not apply to trees as they grow in height during maturation. The height of landscaping walls and fences shall be separately restricted. Notwithstanding the foregoing provisions, in no event shall the maximum height of a dwelling or other structure or improvement within the property be allowed to exceed the maximum height allowed by applicable zoning laws.
6. At the discretion of the Architectural Review Committee, and based upon submitted and approved plans and specifications, there may be exempted from the rear setback requirement of any lot a porch, eave, overhang, deck, patio, terrace or other such amenity.
7. With regard to one-story walkout dwellings, the vertical wall on any two-story elevation shall not exceed twenty-two (22) feet in height (as measured from the top of the rear foundation elevation to the top of the first-floor wall plate).

**Appendix B - Covenant Standards**  
**The Courtyard at Kissing Camels Estates Filing Nos. 1, 1A, 2 & 2A**

See Declaration of Covenants, Conditions, Restrictions and Easements for The Courtyard at Kissing Camels Estates Filing No. 1 and Filing No. 1A, recorded in the real property records of the El Paso County Clerk and Recorder on September, 26, 1995, at Reception No. 095062568, as amended.

See also Development Plan for the Property approved by the City of Colorado Springs.

**Appendix B - Covenant Standards**  
**The Greens at Kissing Camels Estates Townhomes Filing Nos. 1, 2 & 3**

See Declaration of Covenants, Conditions, Restrictions and Easements for The Greens at Kissing Camels Estates recorded in the real property records of the El Paso County Clerk and Recorder on September, 17, 2001, at Reception No. 201134530.

See also Development Plan for the Property approved by the City of Colorado Springs.

## Appendix B – Covenant Standards Signature Point

### Conditions and Approvals Applicable to All Development Plans

1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs and approved as part of the PUD and development plans for the particular area.
2. “Setbacks” for respective lots within the filing are defined by the PUD approved, or as shown on the approved development plan.
3. “Minimum Square Footage” shall mean with respect to a dwelling, the square footage of all levels of living space, including the main, upper and basement levels, but shall not include garages. Minimum shall be approximately 2,800 square feet. If home does not include a basement, then minimum shall be 1,650 square feet.
4. “Maximum Height” shall not exceed twenty-six (26) feet from top of foundation.
5. Mailbox Kiosk shall be as noted on plat.
6. Architectural Review Committee: The KCPOA ARC has reviewed the thirty-six model house plans (nine separate house plans with four elevation variations for each plan) submitted by Sunrise for construction in RRPI, RRPII, Lakeview and other development parcels with Kissing Camels Estates. The nine plans submitted are identified as Models 501, 502, 503, 601, 602, 603, 801, 802, and 803. The following has been submitted and approved:
  - a. Two identical disks dated April 16, 2009, with the following information:
    - i. GGC Architectural Renderings Binder Rev 12-09-08. This contains the thirty-six house plans and color palette samples.
    - ii. GGC Roof Shingle Samples for ARC.
    - iii. Roof Tile Samples for ARC.
    - iv. Elevations of the thirty-six house plans. The elevations are on 11 x 17 drawings and are identified as follows:
      1. Plan 501 Twelve sheets issued as Delta 1 dated 8-25-08
      2. Plan 502 Twelve sheets issued as Delta 1 dated 8-25-08
      3. Plan 503 Twelve sheets issued as Delta 1 dated 8-25-08

## Signature Point, cont.

4. Plan 601 Eight sheets, four issued as CD dated 9-30-08 and four issued as Delta 1 dated 10-28-08
5. Plan 602 Eight sheets, four issued as CD dated 9-30-08 and four issued as Delta 1 dated 10-28-08
6. Plan 603 Eight sheets, four issued as CD dated 9-30-08 and four issued as Delta 1 dated 10-28-08
7. Plan 801 Twelve sheets issued as Construction Set dated 12-17-08
8. Plan 802 Twelve sheets issued as Construction Set dated 12-17-08
9. Plan 803 Twelve sheets issued as Construction Set dated 12-17-08

b. The builder agrees that any new house plans or material changes to exterior elevations will be submitted to the ARC for review and ARC agrees to work in a timely manner to address these requests.

c. Application and impact fees may be different than required in other areas of Kissing Camels Estates as agreed upon by the KCPOA.

d. Plot plans will be provided to the ARC within 5 days of applying for building permit.

### 7. Landscaping:

a. Landscape Standards and Landscape Typicals have been reviewed and approved by the ARC of the KCPOA. A CD of those items has been provided. It is understood that the standards document is a living document and will be updated occasionally and the ARC will be given this information for review and approval. No individual landscape designs will be provided if GGC LLC is doing all landscaping on a lot.

b. For any homes that are sold by GGC LLC where GGC LLC does not provide all of the landscaping, Homebuyers will be required to meet the standards set forth in the Landscape Standards. Homebuyers will be required to submit landscape plans for all landscaping installed by the homebuyer to the ARC for review in accordance with the KCPOA Design Guidelines and pay any associated fees.

### Design of the Homes/Development Plans and Details

Homes, roads and other development details to be constructed at Signature point shall meet the following requirements - no deviations:

- a. Shall be single story homes with a twenty-eight (28) foot height limitation.
- b. Shall have stucco or stucco-stone exteriors and concrete tile roofs, with house plans preapproved by the KCPOA ARC.
- c. Shall not have any lower-level walkouts.

## Signature Point, cont.

d. All driveways shall be concrete.

e. Only Home Plans 501, 601, 801, and 802 will be used for Signature Point.

f. Roads/streets shall include curbs and gutters, except any road across golf course.

g. Any changes to the golf course relative to Signature Point shall be reviewed by KCPOA.

h. Access to Signature Point shall be from Kissing Camels Drive and located 248 to 258 feet from the center line of Chilson Lane to the center line of the new entry road into Signature Point as depicted on the approved development plan.

i. All residents of KCE shall be the beneficiaries of an easement through Signature Point, which shall be noted on the plat for Signature Point, to allow KCE residents ingress and egress on designated pathways or streets for pedestrian and golf cart access to the golf club facilities.

## Appendix B – Covenant Standards RRP3: The Retreat

### Conditions and Approvals Applicable to All Development Plans

1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs and approved as part of the PUD and development plans for the particular area.
2. “Setbacks” for respective lots within the filing are defined by the PUD approved, or as shown on the approved development plan.
3. “Minimum Square Footage” shall mean with respect to a dwelling, the square footage of all levels of living space, including the main, upper and basement levels, but shall not include garages. Minimum shall be approximately 2,800 square feet. If home does not include a basement, then minimum shall be 1,650 square feet.
4. “Maximum Height” shall not exceed twenty-six (26) feet from top of foundation.
5. Mailbox Kiosk shall be as noted on plat.
6. Architectural Review Committee: The KCPOA ARC has not reviewed the four model house plans (four separate house plans with two elevation variations for each plan) proposed by Shea for construction in the development parcel.
  - a. The builder agrees that all new house plans or material changes to exterior elevations will be submitted to the KCPOA ARC for review and ARC agrees to work in a timely manner to address these requests.
  - b. All Amendments to the Master Plan, Plats and construction drawings must be provided to the KCPOA ARC for review and approved before submitting to the City of Colorado Springs or EL Paso County for review and approval, recording and/or requesting a building permit.
7. Landscaping:
  - a. Landscape Standards and Landscape Typical have not been reviewed and approved by the ARC of the KCPOA. A CD of those items has not been provided. It is understood that the standards document is a living document and will be updated occasionally and the ARC will be given this information for review and approval.

### **RRP3: The Retreat, cont.**

b. For any homes that are sold by Shea where Shea does not provide all of the landscaping, Homebuyers will be required to submit landscape plans for all landscaping installed by the homebuyer to the ARC for review in accordance with the KCPOA Design Guidelines and pay any associated fees.

#### **8. Landscaping (additional):**

a. Common area landscape buffers will be maintained by The Retreat at Kissing Camels Estates POA.

b. The landscape buffer along Hillbrook and Hill Circle will be complete prior to the certificate of occupancy for the first home.

9. Shea will establish Bench Marks and Maximum Foundation Elevations for the development and all dwellings built, erected or placed upon any Lot shall be constructed using these elevations.

**Appendix B – Covenant Standards  
Northpointe**

<b>LOT LINE SETBACKS</b>
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<b>Lot</b>	<b>Front <sup>2a</sup></b>	<b>Rear</b>	<b>Side</b>	<b>Minimum Square Footage <sup>3</sup></b>	<b>Maximum Foundation Elevation <sup>4</sup></b>	<b>Allowable Basement Type</b>	<b>Maximum Height <sup>5</sup></b>
1	16'	30'	5'	2,000	6,612	Walkout	28'
2	16'	30'	5'	2,000	6,611	Walkout	28'
3	16'	45' *	5'	2,000	6,609	Walkout	28'
4	16'	45'	5'	2,000	6,611	Walkout	28'
5	16'	60' *	5'	2,000	6,614	Walkout	28'
6	16'	50'	7' 6"	2,460	6,617	Basement	28'
7	16'	50'	7' 6"	2,460	6,619	Walkout	28'
8	16'	50'	7' 6"	2,460	6,621	Basement	28'
9	16'	50'	7' 6"	2,460	6,622	Walkout	28'
10	16'	30'	7' 6"	2,000	6,625	Walkout	28'
11	16'	15'	15'	2,460	6,626	Basement	28'

\*Encroachment overhang of 5 feet permitted into rear setback with no soil bearing pillars, these lots only

## Northpointe, cont.

1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs and as part of the approved Development Plan or this filing. In the absence of such a definition, a **front** lot line is each boundary line (whether one or more) between the Lot and any public or private street. A **side** lot line is any boundary line which meets and forms an angle with a front lot line, except that, for a corner Lot with two front lot lines, the side lot line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A **rear** lot line is each boundary line (whether one or more) which meets and forms an angle with the end of a side lot line opposite the front lot line or exists between boundary lines which meet and form angles with the end of side lot lines opposite the front lot line.
2. “Setback” shall mean the distance from each respective lot line to an improvement (other than landscaping approved by the Architectural Review Committee), or any porch, eave, overhang, window well, projection or other part of an improvement. Encroaching into a setback is not allowed. Side-load garages shall be allowed a 10’ front setback.
3. “Minimum Square Footage” shall mean with respect to a dwelling the square footage of heated floor area devoted to living purposes on the street level, i.e., exclusive of roofed or unroofed porches, patios, terraces, basements (finished or unfinished), lofts or garages.
4. “Maximum Foundation elevation” shall mean the highest allowable elevation of the top of foundation of any dwelling built, erected or placed upon any Lot. Any variance from these elevations may be granted by the Architectural Review Committee after the Owner has submitted complete Lot grading, building and landscape plans for review and approval.
5. “Maximum Height” shall mean the maximum height of a dwelling or other structure above the top of the foundation height measured by the calculation of the vertical distance from the top of foundation to the highest point of the ridge of the highest finished roof line. The Maximum Height restriction shall not apply to trees as they grow in height during maturation. The height of landscaping walls and fences shall be separately restricted. Notwithstanding the foregoing provisions, in no event shall the maximum height of a dwelling or other structure or improvement within the property be allowed to exceed the maximum height allowed by applicable zoning laws.
6. Maximum Height of dwellings shall be limited to twenty-eight (28) feet. The vertical wall on any elevation shall not exceed twenty-two (22) feet in height as measured from the top of the rear foundation elevation to the top of the wall plate.

## Northpointe, cont.

### Northpointe -Geotechnical Engineering

1. Geologic Hazard Evaluation: Refer to the final geohazard report from CTL Thompson July 2, 2018 as incorporated into the approved Development Plan.
2. Geotechnical Engineering Review and Evaluation: Refer to the report from Yeh and Associates dated August 9, 2018 as incorporated and summarized below. Full document is attached.

#### A. Field Exploration Program

1. Lot purchaser/owner responsibility:

Additional subsurface exploration. Minimum of 2 borings will be required at each proposed building footprint for engineering evaluation.

2. Lot purchaser/owner responsibility:

Borings must penetrate a minimum of 10 feet below planned foundation and/or a minimum of 30 feet below the existing ground surface.

3. Lot purchaser/owner responsibility:

Sampling techniques: Sampling in clay and soft claystone should be performed using Shelby tube sampler where appropriate and practical.

4. Developer responsibility:

Groundwater evaluation: A minimum of 2 piezometers installed on the 2 corner of the entire site for groundwater engineering evaluation and construction. Piezometers shall be monitored one time per month for a one-year period.

#### B. Laboratory Testing Program

1. Lot purchaser/owner responsibility:

Triaxial compression tests/direct shear test: Should be performed on clay and soft claystone samples obtained with the Shelby Tube sampler. Internal Friction and Cohesion of the soils shall be determined by the most appropriate testing method for the soils at the judgment of the engineer.

## Northpointe, cont.

2. Lot purchaser/owner responsibility:

Soil shear strength data: Additional testing should be performed to evaluate shear strength of modified soils as recommended in CTL report 7/12/18.

3. Lot purchaser/owner responsibility:

Swell potential of modified soils: Samples of modified soils prepared for item 2 above must be tested for swell potential at the recommended minimum moisture content and dry density for modification. Depth of over excavation shall be determined based on soil conditions encountered on the site and results of swell testing conducted in accordance with the ASTM D 4546 as modified for USG in Colorado as adopted by the Colorado Association of Geotechnical Engineers (CAGE).

### C. Engineering Analyses and Calculation

1. Lot purchaser/owner responsibility:

Site specific slope stability conditions must be evaluated using current slope stability models and future ground configuration for individual lots. Including Back-calculation of previous instability along the entire slope from the lot location to the toe of the slope. Loading from proposed buildings, ground modification and deep sub-excavation should be considered in the slope stability analysis. Slope stability analyses for undrained and drained conditions.

2. Lot purchaser/owner responsibility:

Atypical soil parameters should be verified by laboratory testing to compare with typical properties.

3. Developer and Lot purchaser/owner responsibility:

The Factor of Safety (FOS) for slope stability shall be not less than 1.5.

4. Lot purchaser/owner responsibility:

Lot specific slope stability analysis must be considering a minimum using FOS of 1.5 and evaluate impacts of the integrity of the building envelope if slope failure occurs.

5. Developer and Lot purchaser/owner responsibility:

“Geologic Hazards Statement”

## Northpointe, cont.

This Property is subject to the finding's summary and conclusions of a geologic hazard report prepared by CTL Thompson, Inc. Dated July 2, 2018, which identified the following specific geologic hazard on the property: potentially unstable slopes, historic failures in the steep slopes below the relatively flat bench, potential geologic hazards other than slope issues including steeply dipping, shallow bedrock and regional factors including radon and seismicity. A copy of said report has been placed within files #CPC PUD 18-00009 or #CPC P 97-00320-a1mn17 of the city of Colorado Springs planning and development team. Contact the planning and development team, 30 south Nevada Avenue, Suite 105, Colorado Springs, CO. if you would like to review said report. Slope failures at toe and face are possible. Disclosure to buyers that they will be the responsible party for remediation within the property limits.

D. KCPOA requires a certification letter from a licensed engineer verifying completed Geotechnical and Engineering work complies with the intent of the document.

3. Final Drainage and Lot Grading Certification: At completion of construction, the Lot Owner shall provide the ARC with a Grading Certification Letter by a licensed engineer verifying that the final grading and drainage complies with the intent of the original grading plan.

### Northpointe -Additional Conditions

1. Landscaping: All landscaping within individual lots shall be the responsibility of the homeowner. Homeowners shall be required to submit landscape plans for all landscaping, and are subject to review and approval by the ARC.

This development shall be considered sensitive to the addition of moisture and in addition to KCPOA Landscape Standards, shall meet the standards set forth below.

- a. Landscaping shall concentrate on the use of native plants that require little or no supplemental irrigation after the establishment period (Xeriscape).
- b. Irrigation shall be minimized.

## Northpointe, cont.

- c. The use of turf lawns in all location is prohibited because of their need for excess irrigation to remain as green as generally desired by homeowners.
  - d. Landscapers shall be informed of the need to eliminate excess irrigation.
  - e. PVC sheeting shall not be used to inhibit weed growth.
  - f. Runoff from impervious areas shall be controlled and transported off-site to reduce the infiltration of excess water into the ground.
  - g. Surface drainage shall be designed to eliminate ponding of water and provide for the rapid removal of runoff from residences and pavements in a controlled manner.
  - h. Final Landscaping Certification: At completion of landscaping, the Lot Owner shall provide the ARC with a Landscaping Certification Letter by a licensed professional (architect, landscape architect, or engineer) verifying that the final landscape installation, including irrigation, has not altered the intent of the grading and drainage plan.
  - i. Irrigation shall be a maximum volume of 2500 gallons per thousand square feet on an annual basis. Considering that irrigation typically occurs between May and September, a 5-month period, the volume per month should be no more than 500 gallons per month per 1000 square feet of irrigation area.
2. The KCPOA ARC reserves the option to retain Colorado registered professionals to review home designs submitted to the ARC for compliance with this Appendix B and the approved Development Plan for Northpointe at Kissing Camels Estates. Cost of this review shall be borne by the applicant, reference KCPOA Design Guidelines Appendix C: Fee and Fine Schedule.

**Appendix B – Covenant Standards**  
**RRP2: Camels Point**

**Conditions and Approvals Applicable to All Development Plans**

1. “Lot Line” shall mean the same as defined in the zoning regulations of the City of Colorado Springs and approved as part of the PUD and development plans for the particular area.
2. “Setbacks” for respective lots within the filing are defined by the PUD approved, or as shown on the approved development plan. Side loaded garages shall only be allowed on Lot 1 and Lot 7, unless otherwise approved by the ARC. The total side yard separation between all structures for all Lots shall be greater than ten (10) feet. The builders are encouraged to maximize the side yard separation between structures wherever possible.
3. “Minimum Square Footage” shall mean with respect to a dwelling, the square footage of the main level of living space, excluding porches, decks, garages, and basements. The Minimum Square Footage shall be 2,000 square feet.
4. All homes are to be single story “Ranch Style” homes with a “Maximum Height” of twenty-six (26) feet above the “Top of Foundation.” The Maximum Height shall not exceed the height restriction imposed by the city as part of any approval.
5. Land5 shall establish Bench Marks and Maximum Top of Foundation elevations for each lot withing the development. All dwellings built, erected, or placed upon any Lot shall be constructed using the following elevations:

<b>Maximum Top of Foundation Elevation</b>	
Lot 1	6,429.50
Lot 2	6,429.50
Lot 3	6,429.50
Lot 4	6,430.00
Lot 5	6,429.50
Lot 6	6,429.50
Lot 7	6,428.50

## **RRP2: Camels Point, cont.**

6. Curb and gutter is to be constructed adjacent to the property along the East side of Hill Circle from the existing end point, extended and connected to the existing curb and gutter along the North side of Grand Market. KCPOA shall be responsible for payment of the cost of curb and gutter from the Land5 Southeast Boundary to the existing curb and gutter.
7. Mailbox location shall be as noted on the improvement plans and as approved by the US Postal Service.
8. Sidewalk is to be constructed adjacent to the property along the East side of Hill Circle from the existing end point to the intersection of Hill Circle and Grand Market, including a pedestrian ramp at the intersection. Land5 shall provide KCPOA with a cashier's check in the amount equal to the cost to construct a sidewalk along the property's South Boundary adjacent to Grand Market.
9. Curb and gutter is to be constructed along the access road for the property within the Tract A, identified as Camels Drivers Lane.
10. Tract A is to be conveyed to KCPOA upon recordation of the Final Plat, and shall be owned and maintained by KCPOA.
11. Landscaping within Tract A and the adjacent landscape buffer along Hill Circle, is to be completed according to a Landscape Plan approved by the ARC, and shall be constructed by Land5 prior to Certificate of Occupancy for the first home. This Landscaping is to be maintained by Land5 during the two-year warranty period.
12. All landscaping within individual lots will be the responsibility of the homeowner. Homeowners will be required to submit landscape plans for all landscaping to be installed, and are subject to review and approval by the Architectural Review Committee, and shall meet the standards set forth in the Landscape Guidelines of the KCPOA Design Guidelines.
13. All Amendments to the Master Plan, Plats, and construction drawings must be provided to the KCPOA ARC for review and approval before submitting to the City of Colorado Springs of El paso County for review and approval, recording and/or for a Building Permit.

### **Additional Standards or Exceptions for Red Rock Point Phase 2**

1. The rear elevation of all walkouts will be limited to one deck.

## RRP2: Camels Point, cont.

2. All rear elevation deck stair options shall be considered a variance and will require ARC approval.
3. Finished first floor elevation shall not exceed five (5) feet above the centerline of the eastern section of Hill Circle. Any variance in excess will need to gain approval of the ARC.
4. Landscaping:
  - a. Common area landscape buffers will be maintained by RRPPOA.
  - b. Front, side and rear landscaping installation will be included with the home purchase.
  - c. There will be twelve (12) Conifers in the buffer between driveways and Hill Circle.
    1. 6 to be 6-8 feet in height.
    2. 6 to be approximately 12 feet in height.
  - d. There shall be a continuous sidewalk with appropriate landscaping on the east side of Hill Circle between RRP1 and RRP2 development areas.

## Appendix B – Covenant Standards

### RRP1: Red Rocks at Kissing Camels Filing Nos. 1, 2 and 3

#### 1. “Lot Specifications”

LOT LINE SETBACKS <sup>2,3</sup>						MINIMUM SQ.FOOTAGE <sup>4</sup> AND DESIGN LIMITS				
Filing	Lot #	Orig. Lot #	Front	Rear	Sides R = Right L = Left	Main Level	Walkout <sup>8</sup>	Two Story	Maximum Foundation Elevation <sup>5</sup>	Maximum Height <sup>6,7</sup>
1	1	1	20'	30'	10'R, 15'L	2000	No	No	6479.8	28'
1	2	2	20'	30'	10' Min., 20' Combined	2000	No	No	6477.5	28'
1	3	37	20'	30'	10' Min., 20' Combined	2000	No	No	6476.2	28'
1	4	36	20'	30'	10' Min., 20' Combined	2000	No	No	6472.0	28'
1	5	35	20'	30'	10' Min., 20' Combined	2000	No	No	6468.8	28'
1	6	34	20'	30'	10' Min., 20' Combined	2000	No	No	6467.0	28'
1	7	33	20'	30'	10' Min., 20' Combined	2000	No	No	6465.1	28'
1	8 <sup>9</sup>	32 <sup>9</sup>	20'	30'	10' Min., 20' Combined	2000	Yes	No	6461.8	28'
1	9 <sup>9</sup>	31 <sup>9</sup>	20'	30'	10' Min., 20' Combined	2000	Yes	No	6460.0	28'

**RRP1: Red Rocks at Kissing Camels Filing Nos. 1, 2 and 3 cont.**

LOT LINE SETBACKS <sup>2,3</sup>						MINIMUM SQ.FOOTAGE <sup>4</sup> AND DESIGN LIMITS				
Filing	Lot #	Orig. Lot #	Front	Rear	Sides R = Right L = Left	Main Level	Walkout <sup>8</sup>	Two Story	Maximum Foundation Elevation <sup>5</sup>	Maximum Height <sup>6,7</sup>
1	10 <sup>9</sup>	30 <sup>9</sup>	20'	30'	10' Min., 20' Combined	2000	Yes	No	6458.0	28'
1	11 <sup>9</sup>	29 <sup>9</sup>	20'	30'	10' Min., 20' Combined	2000	Yes	No	6456.4	28'
1	12 <sup>9</sup>	28 <sup>9</sup>	20'	30'	10' Min., 20' Combined	2000	Yes	No	6454.5	28'
1	13 <sup>9</sup>	27 <sup>9</sup>	20'	30'	10' Min., 20' Combined	2000	Yes	No	6452.6	28'
1	14 <sup>9</sup>	26 <sup>9</sup>	20'	30'	10' Min., 20' Combined	2000	Yes	No	6450.8	28'
1	15 <sup>9</sup>	25 <sup>9</sup>	20'	30'	10' Min., 20' Combined	2000	Yes	No	6449.0	28'
1	16 <sup>9</sup>	24 <sup>9</sup>	20'	30'	10' Min., 20' Combined	2000	Yes	No	6447.2	28'
1	20	51	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6452.0	28/30'
1	21	50	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6453.9	28/30'
1	22	49	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6455.9	28/30'
1	23	48	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6457.9	28/30'

**RRP1: Red Rocks at Kissing Camels Filing Nos. 1, 2 and 3 cont.**

LOT LINE SETBACKS <sup>2,3</sup>						MINIMUM SQ.FOOTAGE <sup>4</sup> AND DESIGN LIMITS				
Filing	Lot #	Orig. Lot #	Front	Rear	Sides R = Right L = Left	Main Level	Walkout <sup>8</sup>	Two Story	Maximum Foundation Elevation <sup>5</sup>	Maximum Height <sup>6,7</sup>
1	24	47	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6459.7	28/30'
1	25	46	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6461.3	28/30'
1	26	45	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6462.9	28/30'
1	27	44	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6464.4	28/30'
1	28	43	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6465.8	28/30'
1	29	42	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6467.3	28/30'
1	30	41	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6469.6	28/30'
1	31	40	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6472.0	28/30'
1	32	39	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6474.4	28/30'
1	33	38	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6475.2	28/30'

**RRP1: Red Rocks at Kissing Camels Filing Nos. 1, 2 and 3 cont.**

LOT LINE SETBACKS <sup>2,3</sup>						MINIMUM SQ.FOOTAGE <sup>4</sup> AND DESIGN LIMITS				
Filing	Lot #	Orig. Lot #	Front	Rear	Sides R = Right L = Left	Main Level	Walkout <sup>8</sup>	Two Story	Maximum Foundation Elevation <sup>5</sup>	Maximum Height <sup>6,7</sup>
2	1	3	20'	30'	10' Min., 20' Combined	2000	No	No	6476.7	28'
2	2	4	20'	30'	10' Min., 20' Combined	2000	No	No	6475.9	28'
2	3	5	20'	50'	5' Min., 15' Combined	1800/2000	No	Yes	6474.4	28/30'
2	4	6	20'	50'	5' Min., 15' Combined	1800/2000	No	Yes	6473.0	28/30'
2	5	7	20'	30'	5' Min., 15' Combined	1800/2000	No	Yes	6471.9	28/30'
2	6	65	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6472.3	28/30'
2	7	64	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6470.7	28/30'
2	8	63	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6469.5	28/30'
2	9	62	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6468.0	28/30'
2	10	61	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6466.6	28/30'

**RRP1: Red Rocks at Kissing Camels Filing Nos. 1, 2 and 3 cont.**

LOT LINE SETBACKS <sup>2,3</sup>						MINIMUM SQ.FOOTAGE <sup>4</sup> AND DESIGN LIMITS				
Filing	Lot #	Orig. Lot #	Front	Rear	Sides R = Right L = Left	Main Level	Walkout <sup>8</sup>	Two Story	Maximum Foundation Elevation <sup>5</sup>	Maximum Height <sup>6,7</sup>
2	11	60	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6465.1	28/30'
2	12	59	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6463.7	28/30'
2	13	58	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6462.5	28/30'
2	14	57	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6461.1	28/30'
2	15	56	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6459.9	28/30'
2	16	55	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6458.7	28/30'
2	17	54	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6457.5	28/30'
2	18	53	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6456.3	28/30'
2	19	52	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6454.8	28/30'
2	22 <sup>9</sup>	18 <sup>9</sup>	20'	20'	5' Min., 15' Combined	1800/2000	Yes	Yes	6464.5	28/30'

**RRP1: Red Rocks at Kissing Camels Filing Nos. 1, 2 and 3 cont.**

LOT LINE SETBACKS <sup>2,3</sup>						MINIMUM SQ.FOOTAGE <sup>4</sup> AND DESIGN LIMITS				
Filing	Lot #	Orig. Lot #	Front	Rear	Sides R = Right L = Left	Main Level	Walkout <sup>8</sup>	Two Story	Maximum Foundation Elevation <sup>5</sup>	Maximum Height <sup>6,7</sup>
2	23 <sup>9</sup>	17 <sup>9</sup>	20'	30'	5' Min., 15' Combined	1800/2000	Yes	Yes	6465.9	28/30'
2	24	16	20'	30'	5' Min., 15' Combined	1800/2000	Yes	Yes	6467.3	28/30'
2	25	15	20'	30'	5' Min., 15' Combined	1800/2000	Yes	Yes	6468.5	28/30'
2	26	14	20'	20'	5' Min., 15' Combined	1800/2000	Yes	Yes	6469.1	28/30'
2	27	13	20'	20'	5' Min., 15' Combined	1800/2000	Yes	Yes	6467.8	28/30'
2	28	12	20'	30'	5'	1800/2000	Yes	Yes	6465.1	28/30'
2	29 <sup>9</sup>	11 <sup>9</sup>	20'	30'	5'	1800/2000	Yes	Yes	6462.7	28/30'
2	30 <sup>9</sup>	10 <sup>9</sup>	20'	30'	5'	1800/2000	Yes	Yes	6459.2	28/30'
2	31 <sup>9</sup>	9 <sup>9</sup>	20'	30'	5'	1800/2000	Yes	Yes	6459.4	28/30'
2	32 <sup>9</sup>	8 <sup>9</sup>	20'	30'	5'	1800/2000	Yes	Yes	6459.4	28/30'

**RRP1: Red Rocks at Kissing Camels Filing Nos. 1, 2 and 3 cont.**

LOT LINE SETBACKS <sup>2,3</sup>						MINIMUM SQ.FOOTAGE <sup>4</sup> AND DESIGN LIMITS				
Filing	Lot #	Orig. Lot #	Front	Rear	Sides R = Right L = Left	Main Level	Walkout <sup>8</sup>	Two Story	Maximum Foundation Elevation <sup>5</sup>	Maximum Height <sup>6,7</sup>
3	1	23	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6447.1	28/30'
3	2	22	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6448.9	28/30'
3	3	21	20'	20'	5' Min., 15' Combined	1800/2000	No	Yes	6449.8	28/30'
3	4	20	20'	20'	5' Min., 15' Combined	1800/2000	Yes	Yes	6451.7	28/30'
3	5 <sup>9</sup>	19 <sup>9</sup>	20'	20'	5' Min., 15' Combined	1800/2000	Yes	Yes	6452.7	28/30'

2. "Lot Line" shall mean the same as defined in the zoning regulations of the City of Colorado Springs and as part of the approved Development Plan as shown on the recorded Final Plat for the Real Property. In the absence of such a definition, a front lot line is each boundary line (whether one or more) between the Lot and any public or private street. A side lot line is any boundary line which meets and forms an angle with a front lot line, except that, for a corner Lot with two front lot lines, the side lot line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A rear lot line is each boundary line (whether one or more) which meets and forms an angle with the end of a side lot line opposite the front lot line or exists between boundary lines which meet and form angles with the end of side lot lines opposite the front lot line.

3. "Setback" shall mean the distance from a property line within which building is prohibited. Any improvement including any projection thereof shall not encroach into setback areas. This includes, but is not limited to garages, porches, cantilevered fireplace structures, bay or bow windows, decks, and balconies. However, eaves, rakes, over-hangs may encroach into setback areas up to 30" from outer

## **RRP1: Red Rocks at Kissing Camels Filing Nos. 1, 2 and 3 cont.**

foundation wall. Basement window wells may encroach into setback areas, up to 42", as measured from the outer foundation wall to the inside of the window well. Uncovered ground-level patios that are requested and encroach into setback areas must have ACC approval and will be considered based on factors including, but not limited to, privacy considerations of adjacent lots.

4. "Minimum Square Footage" shall mean, with respect to a dwelling, the square footage of heated floor area devoted to living purposes on the main level, i.e., exclusive of porches, decks, patios, terraces, basements, lofts or garages. All single-story homes will be a minimum of 2,000 square feet on the main level. All two (2) story homes will be a minimum of 1,800 square feet on the main level.

5. "Maximum Foundation Elevation" shall mean the highest allowable elevation of the top of foundation ("TOF") of any dwelling built, erected or placed upon any Lot. Any variance from these elevations may be considered by the Architectural Review Committee only after the Owner has submitted complete lot grading, building and landscape plans for review and approval.

6. "Maximum Height" shall mean the maximum height of a dwelling or other structure or improvement above the top of the foundation. Height shall be measured by the calculation of the vertical distance from the top of foundation to the highest point of the ridge of the highest finished roof line.

7. Maximum Height of dwellings shall be limited to twenty-eight (28) feet for ranch (single level) elevation homes, and thirty (30) feet for two story elevation homes, as set forth in the Lot Specifications in Paragraph 1 above.

8. "Walkout" shall mean the living level below the main living level, which opens to and provides entry from the rear of the residence and which is permitted only on those lots so designated.

## **RRP1: Red Rocks at Kissing Camels Filing Nos. 1, 2 and 3 cont.**

9. For Filing 1, Lots 8 through 16; Filing 2, Lots 22, 23, and 29 through 32; and Filing 3, Lot 5 as specified on the Development Plan dated 3/9/2020:

- a) Water flow from gutter downspouts shall be directed toward the streets as outlined on Page 8 of that certain drainage report prepared by JR Engineering dated November 6, 2019 and recommended by engineering consultants;
- b) During the engineering and design phase for homes and prior to home construction, two soil test borings shall be taken in the area of Filing 2 Lots 29 - 32, two soils borings shall be taken in the area of Filing 2 Lots 22 and 23, two soils borings shall be taken in the area of Filing 3 Lot 5, and two soils borings shall be taken in the area of Filing 1 Lots 8 - 16, for a total of eight test borings. Toll Brothers shall procure the services of a licensed engineer to test and analyze these soil test borings, perform a slope stability analysis, provide recommendations for foundation design and home construction, and include such items in a report for each individual lot referenced above. The testing and analysis shall be in accordance with generally accepted engineering principals and standards. When submitting preliminary house drawings to the ARC for approval, Toll Brothers shall include the complete slope stability analysis report. The reports shall be submitted to the ARC for information only; Toll Brothers shall consider and incorporate the engineer's recommendations into all construction plans and drawings and ultimate construction of the homes built on these referenced lots.

### **Special Design Specifications**

The KCPOA Architectural Review Committee and the KCPOA Executive Board have written the Design Guidelines to assist in the planning of new construction, renovation and landscaping projects to preserve the value of each homeowner's investment by setting certain standards for the exterior design of homes and landscape in the Kissing Camels Estates. All new home building applications received by the KCPOA ARC for the Real Property shall be governed by the KCPOA Design Guidelines and the following special design conditions. Any conflict between the Design Guidelines and the specifications below shall be governed by the specifications below.

#### **Home Designs:**

Roofing - Metal roofing in non-reflective earth tone finishes may be used only with approval from the ACC. Asphalt shingle roofs are not permitted.

## **RRP1: Red Rocks at Kissing Camels Filing Nos. 1, 2 and 3 cont.**

Window Wells - Window wells shall be finished in a material consistent with the building exterior. Concrete wells shall be stamped or colored concrete in a color consistent with the building exterior. Corrugated metal window wells shall not be permitted.

Privacy Walls and Fencing - Courtyard, garden and planter walls shall not exceed 3.5' in height as measured from grade at the highest side.

### **Lot Building Restrictions:**

It is anticipated that housing development in portions of the Real Property may have a fixed number of designs and exterior elevations. If so, homes with similar elevations shall not be placed adjacent to one another or directly across the street from one another.

### **Potential for Expansive Clay Soils:**

During excavation for home construction on each lot, Toll Brothers will have the engineer of record perform an “open hole” inspection to examine the soil and provide recommendations as may be required. If expansive clays are encountered during excavation, the expansive clay shall be over-excavated and disposed of, and replaced with appropriate select granular fill, placed and compacted, all under the direction of a licensed engineer.

### **Conditions and Restrictions for a Featured Home:**

The following are the conditions and restrictions regarding the construction and operation of a Featured home and QMI homes. One Featured home is allowed in which the potential use is described below. A Quick Move In home (QMI) is one which is begun prior to purchase and able to be completed in a timely period after the buyer makes final choices of options available. The number of QMI homes under construction at any point in time is not limited. Toll Brothers assumes any and all financial obligations attendant to the construction of a Featured home and QMI homes.

- Toll Brothers may build one (1) Featured home to reflect distinct products and lifestyles.
- The Featured home may be used as the Toll Brothers sales office for RR1.
- Toll Brothers must obtain Temporary Use Permits per Colorado Springs Zoning Code for such a Featured home.
- Toll Brothers must professionally furnish, decorate, and landscape the Featured home.

## **RRP1: Red Rocks at Kissing Camels Filing Nos. 1, 2 and 3 cont.**

- Toll Brothers must provide one or more marketing associate(s) within the Featured home whenever it is open.
- Toll Brothers may convert the garages of the Featured home to offices, if necessary, upon request to and prior approval of the KCPOA ARC.
- Toll Brothers shall landscape any completed but unsold Featured or QMI home in compliance with the Development Agreement. Subject to Force Majeure, Toll Brothers shall complete exterior construction and landscaping in compliance with the Development Agreement of any Featured or QMI home within 15 months from the commencement of the home's excavation. Once begun, the construction will continue without delays to full completion.
- Toll Brothers shall operate the Featured home on an appointment only basis, meaning that Toll sales staff will schedule a time for an individual prospect - with or without a Realtor, to visit. Visitor names shall be recorded in advance to the KCPOA Security Guards through the Gate Access online portal. Toll Brothers understands and acknowledges that visitors who appear at the Main Gate without an appointment or accompanying Realtor will be refused entry.
- Toll Brothers may have the Featured home open between 1000- 1800 hours (1700 in winter) excluding major holidays.
- Design center selections shall be made at Toll Brothers offices offsite from the development.
- The Featured home will not have a dedicated parking lot. Parking will be in the driveways or on the street.
- Toll Brothers will disclose in its Purchase Agreement that Toll Brothers intends to operate a Featured home until the Red Rocks at Kissing Camels development is completed.
- There shall be no construction trailer on the Real Property, unless specifically approved by the ARC.
- Additional restrictions include, but may not be limited to:
  - Limited on-street or property signage, with no balloons, no flags or outdoor exhibits allowed. Signage must be approved by the ARC. An American flag may be flown if approved by the ARC and flown in compliance with federal and state flag requirements.
  - No outdoor spotlighting of the Featured home is allowed at night.
  - No home village concept, using multiple QMI homes as additional adjacent homes, is allowed.
  - The garage door of the Featured home shall be installed as, and remain as, a typical non-transparent home garage door unless the Featured home faces inward into the Real Property. Upon sale of the Featured home and if it had a transparent garage door while acting as a sales office, the transparent garage door shall be converted to a regular garage door style as previously approved for the specific model of home.
  - No open houses are allowed.
  - Any QMI homes must proceed through the ARC construction application process for approval. KCPOA Design Guidelines, multi-unit development guidelines and all related ARC requirements shall pertain and be enforced for Toll Brothers to secure approval.
  - For guests to the Real Property KCPOA Security must approve windshield guest pass placard use, limit the number of guests, and other rules with which Toll Brothers shall comply. With prior notice to Toll Brothers, all such rules and restrictions may be modified or adjusted in the sole discretion of KCPOA as circumstances warrant.

### **RRP1: Red Rocks at Kissing Camels Filing Nos. 1, 2 and 3 cont.**

- KCPOA acknowledges that while Toll Brothers will promote the developments “By Appointment Only”, any current KCPOA member and those Garden of the Gods Resort and Club members who already have access into Kissing Camels Estates could show up at the Featured home without an appointment. Homes shall not be open to people who show up at the Main Gate to KCE unannounced. Once sold homes are under construction, future owners may want to visit their homes, and this must also be by appointment.

**Appendix B – Covenant Standards  
Kissing Camels Subdivision Filing No. 5B**

1. Lot Specifications

LOT LINE SETBACKS (2,3)					MINIMUM SQUARE FOOTAGE				
Lot	Front Garage	Side-load Garage	Rear	Side	Main Level <sup>4</sup>	Walkout	Single Story Only	Maximum Foundation Elevation <sup>5</sup>	Maximum Height <sup>6</sup>
1	40'	30'	40'	15'	2,800	No	Yes	6478.66	26'
2	40'	30'	40'	15'	2,800	No	Yes	6475.46	26'
3	40'	30'	40'	15'	2,800	No	Yes	6472.45	26'
4	40	30'	40'	15'	2,800	No	Yes	6469.12	26'

2. Lot Line" shall mean the same as defined in the zoning regulations of the City of Colorado Springs and as part of the approved Development Plan as shown on the recorded Final Plat for the Real Property. In the absence of such a definition, a front lot line is each boundary line (whether one or more) between the Lot and any public or private street. A side lot line is any boundary line which meets and forms an angle with a front lot line, except that, for a corner Lot with two front lot lines, the side lot line is the boundary line which meets and forms an angle with the street that does not afford the principal access to the Lot. A rear lot line is each boundary line (whether one or more) which meets and forms an angle with the end of a side lot line opposite the front lot line or exists between boundary lines which meet and form angles with the end of side lot lines opposite the front lot line.

## Kissing Camels Subdivision Filing No. 5B, cont.

3. "Setback" shall mean the distance from a property line within which building is prohibited. Any improvement including any projection thereof shall not encroach into setback areas. This includes, but is not limited to garages, porches, cantilevered fireplace structures, bay or bow windows, decks, and balconies.
4. "Minimum Square Footage" shall mean, with respect to a dwelling, the square footage of heated floor area devoted to living purposes on the main level, i.e., exclusive of porches, decks, patios, terraces, basements, lofts or garages. All homes are to be single-story homes with a minimum of 2,800 square feet on the main level.
5. "Maximum Foundation Elevation" shall mean the highest allowable elevation of the top of foundation ("TOF") of any dwelling built, erected or placed upon any Lot. Any variance from these elevations may be considered by the Architectural Control Committee only after the Owner has submitted complete lot grading, building and landscape plans for review and approval.
  - a) The Maximum Foundation Elevation for the main floor of the dwelling on each Lot shall be two and one-half (2 ½) feet above the average elevation of the Edge of Asphalt along Hill Circle, at the point where the extension of the lot lines would intersect the edge of asphalt at the two front corners of the Lot, as set forth in the Lot Specifications.
6. "Maximum Height" shall mean the maximum height of a dwelling or other structure above the top of the foundation height measured by the calculation of the vertical distance from the top of foundation to the highest point of the ridge of the highest finished roof line.

### Additional Conditions

#### 1. Westgate – Special Design Considerations

"Westgate" is comprised of 4 uniquely situated custom home sites. Special attention should be paid to all elevations of the homes given their visibility from the Main Gate on Kissing Camels Drive, Hill Circle and Mesa Road. Protection of the view lines to Pike's Peak and to the Garden of the Gods from

## **Kissing Camels Subdivision Filing No. 5B, cont.**

the established homes as well as protecting those views for the many residents that enjoy walking and cycling in the community are of paramount importance and should be demonstrated in your plan submittal. Single level floor plans with low profile roof lines, private courtyards, thoughtful landscaping and exteriors comprised of a mix of stucco and stone or brick that are applied as thoughtfully to side and rear elevations as they are to the front, are a requirement.

These homes must comply with the KCPOA design guidelines while also demonstrating a compliance with the intent of this gateway neighborhood. Property owners submitting designs should prepare a rendering of the design to indicate the architectural style of their design and show how the features and characteristics of the home exemplify and faithfully represent it.

### **2. Site Improvements, Infrastructure, Drainage, and Landscaping**

#### **A. Hill Circle Right of Way: Drainage and Landscaping:**

Within the western right-of-way of Hill Circle there is a drainage swale in which storm water runoff flows in a southerly direction. The property owner shall maintain drainage flows and landscaping within this right-of-way of Hill Circle. Landscaping in the drainage swale within the right-of-way of Hill Circle must withstand historical storm water flows. Where driveways cross the drainage swale within the right-of-way of Hill Circle, the driveway must follow the contours of the swale and allow uninterrupted flow of the drainage swale. In accordance with the Design Guidelines, landscaping designs for this area shall be submitted with the landscaping submittal for new home construction.

#### **B. Drainage on Lots:**

Drainage on individual lots shall generally flow in the directions and paths shown on the approved Plat or Development Plan and shall not be materially altered during home construction, except to adequately drain water away from improvements as required. Lot drainage shall not be directed toward the drainage swale in the western right-of-way of Hill Circle. Drainage flows in swales, and to storm sewer inlets shall not be impeded or redirected in any way.

## **Kissing Camels Subdivision Filing No. 5B, cont.**

### **C. Offsite Storm Water Detention Pond:**

Storm water runoff from this Westgate development is designed to be transported to, and collected in an offsite storm water detention basin owned by others. Developers affirm that it has the legal right to utilize storm sewers, inlets, appurtenances, and the detention basin owned by others for this purpose. Developers assume all present and future costs, and liability for utilizing and tapping into this storm sewer system owned by others, including any pro-rata costs for detention pond maintenance. Developers will defend and protect KCPOA from liability. Prior to the commencement of construction, Developers will obtain and provide to KCPOA, from The Ridge at Garden of the Gods Collection, Filing No. 1, an agreement, in a form acceptable to KCPOA, that KCPOA has no liability, responsibilities, current or future costs contributions towards the private Full Spectrum Design Extended Detention Basin (EDB) owned by The Ridge at Garden of the Gods Collection, Filing No. 1 and being used for storm water drainage flows from Kissing Camels Filing No. 5B.

### **D. Driveways:**

Driveways all front onto Hill Circle; see the Design Guidelines for allowable width and details. Driveways shall be comprised of colored, stamped, patterned or jointed concrete. No asphalt driveways are permitted. All lot access during home construction must occur at approved driveway locations.

### **E. Landscaping Wall:**

Developers shall design and construct a landscaping wall at their expense on KCPOA property along the entire south property line of Lot 4, including associated work. Developers shall collaborate and work closely with the KCPOA ARC for design of the wall and the ACC shall have ultimate and final approval of the design. It is anticipated that the wall may incorporate the following features:

- a) Stone accents using stone identical to the existing adjacent stone walls.
- b) A combination of stone columns and wrought-iron style fencing. The stone on the new columns shall be identical to the stone on the existing adjacent stone walls.
- c) Landscaping on the KCPOA side of the wall which will likely include trees, shrubs, ornamental plants, repair or replacement of damaged sod, and modification of existing irrigation systems for the new wall and for the new plantings. Developers will provide a 2-year warranty for new trees, shrubs, and plants.

## **Kissing Camels Subdivision Filing No. 5B, cont.**

### **F. Restoration of Disturbed Areas:**

Developers shall adequately restore all areas disturbed during demolition, and construction of infrastructure improvements. This includes, but is not limited to:

- a) Asphalt patching in Hill Circle for the installation of utilities, in accordance with KCPOA standards and specifications.
- b) Repair and replacement of sidewalks, hardscapes, irrigation, plantings, and sod as required.
- c) Repair of any damaged utilities.
- d) Replacement of topsoil and fine grading as required.
- e) Seeding of native grasses as required.

### **G. Maintenance and Ownership of Site Improvements and Infrastructure:**

The landscaping wall (including associated work), drainage swales, and the storm sewer system shall be built prior to the commencement of home construction on any of the lots. If winter weather prevents construction of the landscaping wall and associated work, home construction may proceed, with the landscaping wall and associated work being completed promptly as weather allows. In any event, the landscaping wall and associated work shall be completed prior to the issuance of a certificate of occupancy for the first home. In accordance with Paragraph 4 of this Development Agreement ownership and maintenance of the landscaping wall, storm sewers and appurtenances (exclusive of the offsite storm water detention pond owned by others) shall be transferred to KCPOA upon completion of the 2-year warranty, and acceptance by KCPOA. Until then, maintenance of the landscaping wall, storm sewers and appurtenances are the responsibility of Developers.

### **H. Maintenance of drainage swales on Lot 4:**

The property owner shall maintain landscaping within the drainage swales, including mowing, weeding, and pruning. Seeding and landscaping within the drainage swales must withstand storm water runoff. This obligation shall run with the title to said Lot 4.

### **3. Access and Easements**

A. Developers will prepare and provide a construction easement, in a form acceptable to KCPOA, to allow Developers to construct the landscaping wall and storm sewer system on KCPOA property. The construction easement will release KCPOA of any liability, and specify that any disturbance or damage to the landscaping, sidewalk, the stone wall, etc. will be replaced in a like manner as current condition.

B. All parties acknowledge an existing 20' easement along the west property boundary, as well as the new 15' easement along the southern and southwestern border of Lot 4, as shown on the plat map.

## **Kissing Camels Subdivision Filing No. 5B, cont.**

4. The requirements specified in the KCPOA Land Development Guidelines are hereby included in this agreement. This includes a letter from the Developer's professional engineer certifying that all site and drainage improvements were constructed in compliance with the approved Development Plan and construction drawings.
5. Mailbox locations shall be noted on the improvement plans and as approved by the U.S. Postal Service

## Appendix C: Fee and Fine Schedules

### 1.0 Construction and Landscape Project Fees

Application Fees, Builder Escrow Deposits, and Impact Fees, as specified on the following “Fee Schedule”, are required for the following types of projects within KCE:

1. New Home Construction - Landscape included
2. Residential Remodel - Exterior
3. Landscape Remodel at Existing Home

a) The ARC reserves the right to retain Colorado registered professionals to review plans for their compliance with the Covenant Standards detailed in Appendix B. When this occurs, the Architectural Plan Review Fee shall be paid by the applicant, at the actual cost incurred.

b) Interior remodels are subject to Impact Fees only, as shown in the following Fee Schedule.

**Fees must be submitted with the Design Package applications for Preliminary review and Final review, as specified in the fee descriptions below.**

#### Application Fee:

Required for all New Home Construction, the Application Fee is a non-refundable fee used to cover administrative costs associated with the review and approval process of the Design Package by the ARC, Community Manager, and Executive Board. This fee is payable at the time a Design Package is submitted for PRELIMINARY approval.

#### Builder Escrow Deposit:

Also required for New Home Construction, the Builder Escrow Deposit will be used by KCPOA for inspection of construction, any enforcement actions, and, if necessary, to complete construction or landscaping. Upon completion of construction any unused portion of this deposit will be returned to the owner. This fee is payable at the time a Design Package is submitted for FINAL approval.

#### Impact Fee:

An Impact Fee will be charged to property owners in all circumstances where new construction, modification of existing structures, and landscape construction will involve the entry of construction-related vehicles into and use of the roadways within KCE. Usage of vehicles and/or combination vehicles with 3 or more axles and/or GVWR of 26,000 pounds or more will result in an Impact Fee being charged. This would include, but not be limited to, barrel-type concrete trucks and pumpers, semi-trailer vehicles of the typical 18-wheel style, building cranes, trailers carrying earth moving machinery, lugged vehicles and other heavy hauling vehicles used in construction. This would generally exclude 2 axle pickup trucks, delivery vans and trucks, e.g., UPS, FedEx, and garbage removal vehicles which are performing under a contract for trash removal, but does not exclude construction and dumpster haulers.

Impact Fees are based on the size/cost of the project and amount of work performed. Except for New Home Construction, proposals and quotes must be submitted to the ARC for review of the scope and cost of work. The Impact Fee is assessed for the construction traffic usage of the roads due to the construction project. The fees are deposited into KCPOA’s reserve fund and are used to off-set the costs involved for future maintenance of the roads within KCE. This fee is payable at the time a Design Package is submitted for FINAL approval.

## Fee Schedule - KCE

<b>DESCRIPTION</b>	<b>APPLICATION FEE *</b>	<b>BUILDER ESCROW DEPOSIT</b>	<b>IMPACT FEE</b>	<b>ARCH. PLAN REVIEW FEE **</b>
New Home Construction	\$ 1, 500	\$ 5,000	\$ 2,500	TBD
Other: Projects over \$50,000	n/a	n/a	\$ 2,500	TBD
Projects \$30,000 to \$50,000	n/a	n/a	\$ 1,000	TBD
Projects \$10,000 to \$30,000	n/a	n/a	\$ 500	TBD
Projects under \$10,000 with Dumpster	n/a	n/a	\$ 250	TBD
Projects under \$10,000 with Heavy Equipment	n/a	n/a	\$ 250	TBD
Projects under \$10,000 with NO Dumpster	n/a	n/a	n/a	TBD
Temporary Storage of Materials on Street	\$ 500 deposit	n/a	\$ 250	TBD

\* Application fees are for individual lots.

\*\* For all project types where, professional review is required by the ARC.

## Fee Schedule - Multi-Residential Developments

Calculation of Impact and ARC Review Fees  
In Accordance with the Development Agreements for Each Development

Impact and ARC Review Fees are adjusted annually on December 1, beginning on December 1, 2016. Annual Increase =  $\frac{\text{CPI for November of Current Year}}{\text{CPI for November of Preceding Year}}$  (but not less than 2%)

Date of Fee Increase	Adjustment Calculation	Impact Fee	ARC Review Fee
12/01/2015 (Base Year)	n/a	\$1750	\$600
12/01/2020	$\frac{260.229}{257.208} = 1.012$ USE 2%	$\$1903 \times 1.02 = \$1941$	$\$652 \times 1.02 = \$665$
12/01/2021	$\frac{277.948}{260.229} = 1.068$	$\$1941 \times 1.068 = \$2073$	$\$665 \times 1.068 = \$710$
12/01/2022			
12/01/2023			
12/01/2024			

## 2.0 Construction and Builder Regulations - Fine Schedule

The following violations, pursuant to Section 8 above, will result in fines levied on first and subsequent offenses (non-conforming conditions or actions), including failure to cure a prior offense, after notice and an opportunity for a hearing. Fines will be deducted for the lot owner’s Builder Escrow Deposit; amounts exceeding the deposit will be assessed to the lot owner’s account.

VIOLATION DESCRIPTION	FINE
Construction activity after hours and on holidays	\$ 500
Failure to contain construction debris in approved receptacle	\$ 500
Construction debris off property	\$ 500
Dirt, material, or equipment storage improperly stored (per these Guidelines)	\$ 500
Failure to complete all new construction, including landscaping, within 18 months of Final Design Approval date	\$ 1,000
Failure to complete remodel or landscaping projects within 60 days of the estimated completion date submitted on approved application	\$500
Inadequate or failed silt fencing	\$ 500
Improvements/Changes made without ARC approval	\$ 1,000
Signage in violation of these Builder Regulations	\$ 300

Additional fines may be imposed pursuant to the KCPOA Covenant Policy Fine Schedule.

## Appendix D: Elevation Benchmarks

### **Kissing Camels Estates**

Revision Date: September 22, 1999

All Benchmarks are Top Operating Nut of Fire Hydrants at these Locations:

1. West side of Hill Circle at 3550/3560 - Elevation: 6540.58
2. West side of Hill Circle at 3580/3590 - Elevation: 6554.53
3. West side of Hill Circle at 3620/3630 - Elevation: 6567.59
4. West side of Hill Circle at 3650/3660 - Elevation: 6578.17
5. West side of Hill Circle at 3670/3680 - Elevation: 6584.37
6. West side of Glen Vista at Southeast corner 3818 - Elevation: 6591.89
7. West side of Glen Vista at 3854/3872 - Elevation: 6600.60
8. North side of Glen Vista at Northeast corner 3890 - Elevation: 6610.46
9. North side of Glen vista at Turn-Around - Elevation: 6613.48
10. #1608-C at Southeast corner of Camelrock and Hill Circle - Elevation: 6594.51
11. #1664-C on East side of Camelrock at Northwest corner 3729/3865 - Elevation: 6588.14
12. #1663-C on East side of Camelrock opposite of 3828/3836 - Elevation: 6573.85
13. #1662-C on West side of Camelrock at 3769/3805 - Elevation: 6575.45
14. #1661-C on East side of Camelrock at Southwest corner of 3769 - Elevation: 6580.25
15. #1660-C on East side of Camelrock at 3739/3769 - Elevation: 6584.45
16. #1607-C on North side of Hill Circle opposite of 3725/3735 - Elevation: 6582.16
17. #1606-C on North side of Hill Circle at 3750/3760 - Elevation: 6574.93 (rev.3/2/99)
18. #1542-C at Southeast corner of Hill Circle and Camels View - Elevation: 6558.37
19. #1543-C on South side of Hill Circle behind 8-North Tee Box - Elevation: 6566.03
20. #1637-C at Northeast corner of Hill Circle and Greenside Point - Elevation: 6544.49
21. #1665-C on West side of Greenside Point at 3920 - Elevation: 6555.04
22. #1666-C at North end of Star Rise Point at 3915/3925 - Elevation: 6552.63
23. #1427-C at Southeast corner Hill Circle and Coyote Point - Elevation: 6548.64
24. #1667-C at North end of Lumina View at 3920/3925 - Elevation 6546.54

KCPOA Design Guidelines (rev. January 2022)