

# The Cherokee Park Homeowners Association, Inc.

## COMMUNITY STANDARDS

May 2012

### NOTE:

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

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

### INTRODUCTION

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The Board of Directors (the “Board”) of the Cherokee Park Homeowners Association, Inc. a Colorado non-profit corporation (the “Association”) is empowered by the Articles of Incorporation, Article III - Purposes, Section 1, Article IV – Powers, Section (g), and the Colorado Common Interest Ownership Act in 38-33.3-302(i)(k) to adopt and enforce such Community Standards as it deems advisable for the operation, control, and clarification of the governing documents. The Board is publishing this booklet with two purposes in mind:

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

Additional copies of this booklet are available from the  
Property Management Company

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### I. ASSOCIATION STRUCTURE

#### A. Board of Directors

Bylaws, Article IV

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

#### B. Board Meetings

Bylaws, Article VI

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

### II. COMMON AREAS

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

- A. Children shall not be allowed to play in the parking or driveway areas.
- B. Toys, scooters, wagons and bicycles must not be left in driveways, streets, parking areas or sidewalks designated as Common Areas, but should be stored out of sight when not in use.
- C. Owners, their family members, visitors, guests or tenants are not permitted to climb on the top of, or walk on, roofs, enclosure walls, fences or dumpsters.
- D. Owners, their family members, visitors, guests or tenants are not permitted to play any games of any nature so close to the buildings so as to create a danger of window damage. Owners are responsible for any damage caused to the Common Area by any negligence or willful act of themselves, their family members, visitors, guests, tenants or pets.

### III. RESTRICTIONS

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#### A. No Noxious or Offensive Activity

Noxious, hazardous or offensive activities are prohibited, as is any activity that deprives other residents of the peaceful enjoyment of their homes. This includes, but is not limited to, loud noises, bright lights and offensive odors. Every effort shall be made to observe “quiet hours” between 10 pm and 6 am.

#### B. Lots to be Maintained

Each Lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any Lot so that same are visible from any neighboring Lot or street. All drapes, shades, blinds and other window coverings shall be white when viewed from the outside. No rug or mat may be attached to any front porch with any permanent or semi-permanent fasteners.

#### C. Vehicles and Parking

No trailers, campers, boats or mobile homes may be parked on the complex. No vehicle may be parked on the complex for more than five (5) days without it being moved under its own power. All vehicles shall meet local noise requirements; automobiles and motorcycles must have mufflers in good working condition. Unregistered vehicles may not be parked on the complex. Vehicles also must be properly maintained and not create a disturbance or annoyance to others. Oil changes, brake replacement, fluid changes or other vehicle repairs are not permitted on the complex. There are only to be two (2) vehicles per unit parked on the complex. All other vehicles must be parked on the street.

#### D. Pets

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

- Except when in its owner’s unit, a pet must be carried or be on a leash with one end attached to its collar and the other end in the hand of a responsible person.
- Pet owners are responsible for any property damage, injury or disturbance that their pets may inflict or cause.
- Incessant, unreasonable barking can be disturbing to the peace and quiet of a neighborhood and it violates this Rule and both City and County ordinances to harbor such a disturbance. City law dictates it shall be unlawful for any person to own or keep any pet, which by barking, howling, yelping or other utterance disturbs the peace and quiet of the neighborhood.

- No pet shall be permitted to defecate on the common area walks, landscape areas, or elsewhere on Association property without it being cleaned up immediately.
- No pet(s) shall be kept for the purpose of breeding, boarding, or any other commercial purposes.
- Dogs may be tethered, in the front or back of a unit in proximity to the entryway of the unit under the following conditions:
  - a. An adult person responsible for the dog must be in immediate attendance while the dog is tethered outside.
  - b. The tether may be attached only to the rear patio fence, a stake or small auger sunk into the ground, or to an object inside the entry door to the unit. The tether may not be attached to any other exterior surface including gas meters.
  - c. The tether and any stake or auger must be removed when the dog is not currently outside.
  - d. Any damage to the Common Elements (landscaping or other) will be the unit owner's responsibility to repair.

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

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

#### E. Miscellaneous Structures

All types of refrigerating, cooling, cooking or heating apparatus shall be concealed. No garbage, trash cans or receptacles shall be maintained in an exposed or unsightly manner. Outside drying of clothes in any manner is prohibited. Window air conditioner units are expressly prohibited. A variance may be granted if a resident presents documentation from a physician that such a unit is necessary for the health of the resident, and must be approved by the Board of Directors.

#### F. Outside Storage

The only items permitted to remain exposed in the Common Area are a barbecue grill, patio furniture and a woodpile (provided that it is not in direct contact with the building), which may be kept on the back patio. All other personal items, such as toys, bicycles and basketball hoops must be stored out of sight when they are not actually in use.

## G. Garbage and Refuse Disposal

No garbage, refuse, rubbish or cuttings shall be deposited on any street, on the Common Area, or on any Lot. All trash must be placed in sealed bags and deposited into one of the available dumpsters on site. Only household trash shall be deposited in the dumpsters. Large items such as furniture shall not be disposed of in the dumpster or dumpster enclosure. Trash and refuse containers will be kept inside. The burning of trash in outside incinerators, barbecue pits or the like is prohibited anywhere on the property.

## H. Exterior Changes

No change or alteration to the exterior of the building is permitted without the prior written approval of the Board of Directors. No satellite dish may be installed, no window may be replaced, no patio fence installed, no exterior lighting added, no landscaping changed, and no flag or sign displayed without first submitting a written request for permission from the Board of Directors. If in doubt as to whether permission is required before a change is made, please request the approval of the Board of Directors before making the change. No signs of any kind shall be displayed except for the standard real estate signs, i.e. *For Sale* or *For Rent*. Only one sign is authorized and that sign must be placed in a window of the unit. Additional signs at curbs or at the entrances to Cherokee Park are prohibited and will be removed.

The Association shall permit one political sign per political office or ballot issue that is contested in a pending election. The maximum size allowed is 36 by 48 inches. The Association prohibits the display of political signs earlier than 45 days before the day of an election and must be removed 7 days after the election day.

## I. Maintenance Responsibilities

### A. Association Responsibilities

1. Exterior Building Maintenance: The Association shall provide for the repair, maintenance and/or reconstruction of all of the Common Elements including the Limited Common Elements (except those items provided by the Owner) and shall keep the same attractive, clean, functional and in good repair and may make necessary or desirable alterations or improvements thereon or thereto or replacements thereof as necessary. An owner shall not paint, change or in any way modify the appearance of the exterior of his or her Unit without the prior written approval of the Board of Directors. The Association shall be responsible for the landscaping and maintenance of the Common Elements, and shall have the grass, weeds, trees, and vegetation cut and/or trimmed when necessary. No Owner shall, in whole or part, change the landscaping adjacent to his or her Unit by the addition or removal of any items without the prior written approval of the Board of Directors.

Other Common Elements items include the sprinkler system and its related components (above and below ground), underground utilities that service more than one unit until such utility is considered to be servicing only a single unit, the driving lanes and parking areas owned by the Association, front stoops, all light poles, exterior security lighting, trash enclosures, fencing and rails, all landscaping and vegetation (rocks, edging), and other items not specifically listed above that are outside the confines of each unit.

2. Interior Damage from Exterior Leak: The individual homeowner is responsible for repairs, replacement, and maintenance of the interior of his or her unit, including repairs to any utility, pipes or other faculties servicing his or her single unit even if those utilities, pipes or other facilities are contained inside the walls of the unit.

The Association will promptly repair exterior leaks resulted from roof, other exterior leaks. To the extent an exterior leak from roof, or other exterior leaks, the Association, at its sole discretion, may perform interior repairs including, but not limited to sheetrock repair, painting and water extraction, if necessary.

**B. Owner Responsibility**

1. Maintenance of Individual Units / Limited Common Elements: Each Owner shall keep the interior of his or her Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and neat condition, and shall do all interior redecorating and interior painting which may at any time be necessary to maintain the good appearance and condition of his or her Unit. This shall include repairs to any utility, pipes or other faculties servicing his or her single unit even if those utilities, pipes or other facilities are contained inside the walls. The Owner of any Unit to which a Limited Common Element is appurtenant shall also keep such Limited Common Element in a clean and neat condition.

2. Interior Maintenance: The maintenance and repair of the interior of each Unit shall be the responsibility of the Owner. This includes exterior extensions of interior plumbing, electrical, HVAC, or other services not penetrating the roof system. Items such as doorbells, dryer vents, electrical outlets, and other extensions are the responsibility of the Owner. The Association will maintain all extensions that exit the roof system that serve one or more units (furnace vents, jacks, etc.).

3. Owners are responsible for the maintenance, repair and replacement of exterior doors (frames and hardware included), windows, front and back exterior light fixtures and globes, and exterior door bell ringers. Doors, windows, light fixtures and ringers may be replaced only after obtaining written permission from the Association, which may contain specific direction regarding color, size and design, at the sole discretion of the Board of Directors. Owners are also responsible for maintenance, repair and/or replacement of any patio fence, to include painting of any newly constructed fence.

4. Sewer/Utility Lines: If a Unit experiences a sewer backup, the Unit Owner or tenant is to immediately contact a plumbing or other appropriate company to respond and correct the problem. If the problem or blockage is determined to be caused outside the confines of the home in the Common Area sewer lines, the Association will reimburse the Unit Owner or pay the bill directly. If the cause of the problem is found to be inside the confines of the Unit or is a direct result of negligence of the Unit Owner or tenants, the Unit Owner is responsible for repairs and all associated fees.

**C. Board Determination of Maintenance Responsibilities**

The Board shall exercise reasonable business judgment in determining the respective maintenance responsibilities of the Association and the Owners. Determination of whether such repair or maintenance is the obligation of the Association shall rest solely with the Association, which shall have the sole responsibility for determining the kind and type of materials used in such repair and maintenance. Decisions by the Board shall be final.

#### IV. INSURANCE

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While the Association carries a Master Insurance Policy for the buildings and Common Areas, each owner is responsible to obtain adequate insurance coverage for their home and personal belongings. For specific questions regarding the Master Insurance Policy, please contact the Property Management Company.

#### V. Violations

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Any violations of these Community Standards or the Declaration should be reported to the Property Manager. Only those reports that are in writing will be acted upon, and anonymous reports will not be accepted. Unit owners are fully responsible for the conduct of their tenants. Violations will be dealt with in accordance with the Association's official enforcement policy (state law compliant).

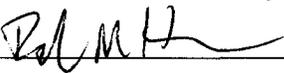
#### VI. PROPERTY MANAGEMENT

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

Email: [Kerry@zandrmgmt.com](mailto:Kerry@zandrmgmt.com)  
Office: 719-594-0506 / Fax: 719-594-0473

**PRESIDENT'S AND SECRETARY'S CERTIFICATION:** The undersigned, respectfully being the President and Secretary of Cherokee Park Homeowners Association, a Colorado nonprofit corporation, certify that the foregoing Resolution was approved and adopted by the Board of Directors of the Association at a duly called and held meeting of the Board of Directors of the Association on May 10, 2012 and in witness thereof, the undersigned have subscribed their names.

THE CHEROKEE PARK HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation,

By:   
\_\_\_\_\_  
, President

ATTEST:

By:   
\_\_\_\_\_  
, Secretary

FOR REVIEW OF THE ASSOCIATION'S FULL SET OF GOVERNING DOCUMENTS,  
MEETING MINUTES, NEWSLETTERS AND FINANCIALS, PLEASE VISIT THE  
CHEROKEE PARK HOA WEBSITE

**[WWW.CHEROKEEPARKHOA.COM](http://WWW.CHEROKEEPARKHOA.COM)**