

SUNPOINTE COVE CONDOMINIUMS HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS

Oct 2018

(For a digital copy please visit the Association webpage at
www.goldenspike Realty.com/sunpointecove)

The Rules and Regulations were approved by the Board in accordance with the provisions set forth in the Declaration (dated 2000) on Oct 27, 2018.

Ethical responsibilities. If you are an Owner, renter, or even a visitor, you are expected to follow the Rules and Regulations established by the HOA Board. As an Owner living in a condominium association, we have all willingly agreed to abide by the rules established by the HOA. We as Owners are also responsible to ensure that our guests are also following the rules. These rules are quite different than living in a private residence. We are living in a confined community and we share common areas and have roads that are narrower than most. To make living here a good experience, we must learn to live together and have respect for each other's property and privacy. Living in a confined area means that what we do may affect our neighbors. In this document, the Board has tried to clearly establish the expectations and behavior of those who live in our community.

The items listed below are limited to the obvious problems that may come up. For those items not specifically addressed, please remember to treat everyone with respect. Since you are all investors in the HOA, we hope that you will make every effort to keep our community a beautiful and friendly place to live. We encourage you to contact a Board Member or HOA Management, Golden Spike Realty when you have an idea, a question, or any concern.

A. ANIMAL RESTRICTIONS

No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept on any lot or the Common Area, except usual and ordinary dogs, cats, fish, birds, and other household pets may be kept on Lots subject to rules and regulations adopted by the Association, provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities.

One large dog (no more than 20lbs) shall be permitted per household. All owner/occupants shall keep pets within fenced area (on patios) or on a leash by a person capable of controlling the animal while outside of units. No unit may house more than 2 pets. No pet shall be allowed to roam common grounds. Any animals found roaming the common grounds may be subject to being caught or trapped and taken to local Animal Control Center.

B. ARCHITECTURAL REQUESTS

No building, fence, wall, patio cover, storm door, satellite dish, or other structure shall be commenced, painted, erected or maintained upon the properties, nor shall any exterior addition to, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted

to and approved in writing as to harmony of external design color, location in relation to surrounding structures and topography by the Board. The Board shall approve proposals or plans and specifications submitted for approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of Sunpointe Cove as a whole; that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden to the HOA.

The Board may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, upon the agreement by the Owner submitting the same to grant appropriate easements to the board for the cost of maintenance, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted.

The Board may also issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee payable to the HOA to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The board may provide that the amount of such fee shall be uniform, or that it be determined in any reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated, provided that in no event shall such fee exceed One Hundred (\$100.00) Dollars. The Board may require such detail in plans and specifications submitted for its review as it deems necessary and proper, including, without limitations, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of the requested material, the Board may postpone review of any plans submitted for approval.

Previously approved architectural changes and requirements for each item include: Decks, Patio Covers, and enclosed fences. After architectural request is made the requirements for each item will be issued.

C. HOA FEES

The monthly HOA fees are due on the first day of each month. A late fee of \$5 or 5% (whichever is greater) will be added to payments received after the fifteenth day of the month. Owners are encouraged to contact HOA Management- Kaitlyn Golden Spike Realty when payment is delayed.

Unpaid HOA fees will be subject to a lien on the property. A majority vote of the Board at a regular meeting is required to start lien process. Owner is welcome and encourage to be present at time of meeting.

D. NUISANCES

No noxious or offensive activity shall be carried on, in or upon any lot of the Common Area, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner/Occupant. No loud noises or noxious odors shall be permitted on

the Properties and the Board and the HOA Management Company shall have the right to determine, in accordance with the Bylaws, if any noise, odor, or activity producing such noise, odor of interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, repairs of motor vehicles, large power tools, off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Owner of the Properties, shall be located, used or placed on any portion of the properties, or exposed to the view of other Owners without the prior written approval of the Board.

E. PARKING AND VEHICLE RESTRICTIONS

Each owner has 2-3 parking stalls, one in their garage and one-two in their driveway. If an Owner decides to use the garage for storage, that does not give the Owner the right to park on the street or sidewalks. The streets are narrow and do not allow safe passage of large service trucks if cars are parked on the street. No Owner or Occupant of a Unit shall park, store or keep any vehicles except within the areas designed for such, (garages and driveways). Any inoperable vehicles must be stored only in garages. No Owner or Occupant shall park, store or keep any (public or private) large commercial type vehicles (dump truck, cement mixer truck, oil or gas truck, delivery truck, and any other vehicular equipment) deemed to be nuisance by the Board on the association grounds. The above excludes trucks with small campers or small pickup trucks used for everyday type transportation, which may be parked in a driveway or garage.

There shall be no Street Parking permitted at any time, including in the center of the cul-de-sac area around the rock area. Short Term and visitor parking is designated to be East of the Association on Wall Ave. Any vehicle found parking in restricted areas will be subject to towing at owner expense. No recreational vehicle shall be stored on the property, except that, which will fit wholly within the garage without interfering with the operation of the garage door.

No owner/occupant shall conduct major repairs or major restoration of any motor vehicle, boat, trailer, aircraft or other vehicle upon any Unit or upon the Common Area.

No Recreational vehicles shall be stored or parked in public view.

F. SIGNS

No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties or any Unit, without the prior written consent of the Board, except one sign for each dwelling unit of no more than three (3) feet by two (2) feet, plain white with black block letters, advertising the property for sale or rent.

G. TEMPORARY BUILDINGS

No outbuildings, basement, tent, shack, shed or other temporary building improvement of any kind shall be placed upon any portion of the Properties either temporarily or permanently.

H. TRASH

No rubbish, trash, garbage or other waste material shall be kept or permitted upon any Unit or upon Common Area, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried or aired in such a way in the Properties as to be visible to other property, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials or scrap or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Properties except within an enclosed structure or appropriately screened from view.

There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed for such and located within restricted use common areas.

I. MINOR REPAIRS OF \$500 OR LESS

As per voting taken place at Owners Meeting in 2014 and prior all minor exterior unit repairs amounting to \$500.00 or less will be owner responsibility to repair. Repairs should keep with the same look as the existing structure and should be submitted for Board review prior to repairs taking place. Any repair noted by the Association will be sent to the owner via written documentation and allow the owner 30-90 days to make said repairs.

J. VIEW OBSTRUCTION

No fence, hedge, wall or other dividing instrumentality over six feet (6') in height measured from the ground on which it stands shall be constructed or maintained on any Lot, except that Declarant may vary or exceed said height or location of any fence in accordance with its architectural plans.

K. GARAGE AND ESTATE SALES

Garage or yard sales by individuals are prohibited. If there are enough owners interested in holding a garage sale, they may make a request for joint sale to the Board who may then vote to allow such a sale. The Board will set the time and date for this sale. Estate Sales are permitted provided those holding the sale notify the Board in sufficient time such that the neighbors closet to the sale site may be notified.

L. AUTHORITY

In Section 3(b) of the Bylaws, one of the responsibilities of the Board is "To conduct, manage and control the affairs and business of the HOA and to make and enforce such rules and regulations therefore consistent with the law, the Declaration, the Bylaws, and the Rules and Regulations, as the Board may deem necessary or advisable." The Rules and Regulations are adopted by a majority vote of the Board members.

Before assessing a fine, the Board or Management Company must give a written notice of the violation to the lot owner of the violation and inform the lot owner that a fine will be imposed if the violation is not cured with the time provided in the written notice. The written notice shall

follow State Code requirements including a description of the violation, the rule broken and the section where it is found in the Rules and Regulations and the CC&Rs.

If a violation is temporarily cured or stopped, but is repeated by the same lot owner within 120 days of the date a written notice of the violation is first served on the lot owner, the violation shall be deemed to be a continuing violation and the Board shall not be required to serve another notice of violation upon the lot owner but may rely upon the notice provided in the first written notice.

While under the direction of a Management Company the Board gives authority for Management Company to act in their behalf of sending written notice of violation and charging fines to all owners in violation of any fine listed there above or in the CC&RS.

M. NOTICE OF VIOLATION AND FINE

The notice of a violation of a bylaw or the rules and regulations of the association and the notice of a fine imposed by the Board or Management Company may be provided to the lot owner in any one or more of the following ways:

- (a) Delivering a copy to the lot owner personally
- (b) Sending a copy through certified or registered mail, addressed to the lot owner at his or her place of residence, in which case an additional 48 hours shall be allowed to cure the violation
- (c) Leaving a copy with a person of suitable age and discretion at the lot owners residence
- (d) Posting a notice on the owners residential front door, which must include a signed notice of delivery with date and time of delivery, and a photo taken of where notice was posted
- (e) Emailing a copy to the owners personal or work email address kept on file by the Association

N. TIME TO CURE

In all instances, the violation must be cured within 48 hours of written notice being delivered to the lot owner or the lot owner's agent, unless such time period is extended by Board approval. If a lot owner repeats the violation more than 48 hours after receiving the written notice of violation but less than 120 days after receiving the notice, the lot owner shall be deemed to have not timely cured the violation and another violation can be applied.

All violations will be documented and kept on a violation registry. All violations will be removed from a unit owner's record once cured for the time of 6 months of last written notice.

O. FINE

Fines will be assessed when owner in violation has received 3rd notice of violation. All fines will be assessed in accordance with Exhibit A for rule broken.

P. PROTESTING A FINE

Owner in violation who is assessed a written violation or fine may request an informal hearing with the Board or Management Company to protest or dispute the fine within 30 days from the date the fine or written notice is assessed. The lot owner should include the following when protesting a violation:

- (a) The grounds for the protest, including any unusual circumstances justifying a reduction in the standard fine
- (b) The facts relied upon by the protesting lot owner with respect to the violation or non-violation of the bylaw, rules or regulations
- (c) The amount of the fine the lot owner claims should be paid and the reasons supporting that claim
- (d) Any errors made by the Board in calculating, assessing, or collecting the fine

After the owner has made their case, the Board will vote on the matter and provide written notice of their decision to the unit owner concerning the violation request.

Q. PROCEDURE OF HIRING EMPLOYEES, VENDORS, OR CONTRACTORS

The following procedure shall take place each time the association needs to hire a vendor to work on the association grounds. No exception shall be made unless Board approval is given. If Management Company is contracted, they have the authority to act in behalf of the Board as the Board sees fit and gives authority.

1. All Vendors are to submit bid of job to be completed. Upon submission of bid they must also include a copy of their license and business liability insurance. No vendor may begin work without these items having been submitted to the Board or Management Company.
2. If contract is necessary, one will be drafted by a designated Board member, Management Company, or the vendor. Contract will be approved and signed by all parties before work may begin.
3. Vendor will be responsible for acquiring all permits required for work to be completed. All permits and inspection reports must be turned in to the Board or HOA Management Company. If vendor fails to do so and the Association is fined by the city or county, vendor responsible will pay all fines charged.

Any unit owner completing exterior work not covered by the HOA must follow the same guidelines listed above. If unit owner completes work on own they must be willing to accept and sign a contract stating they accept full responsibility for any liability for any damages that may occur.

If unit owner does not follow guidelines above they will be fined in accordance to Architectural Requests Rules.

Exhibit A
Fines of Rules and Regulations

| 1 ST Offense Given at time of 3 rd written notice | 2 nd Offense Within 90 days of 1 st fine | 3 rd Or more Offense within 92 days of 1 st fine | RULE (the following activities are prohibited) |
|--|---|--|--|
| \$25 | \$50 | \$75 | <p><u>SECTION A</u></p> <ul style="list-style-type: none"> • Animals must be leashed at all times when in common areas • Animal waste must be picked up every time by owner • Animals must not be left unattended by owners while in the common area. • No animals over 20 lbs are permitted • No animals, livestock, reptiles, or poultry of any kind may be raised on the association grounds. • No more than 2 pets per unit without written approval from board |
| \$25 | \$50 | \$75 | <p><u>SECTION B, G, I & J</u></p> <ul style="list-style-type: none"> • No Architectural changes are permitted without Board approval. Including but not limited to: any and all exterior features (lights, siding, stucco, patio, windows, doors, rain gutter heaters, satellite dish, heat tape, fencing, curbing, etc). • Owner must follow guidelines in Section P, if not followed they are deemed in violation |
| \$25 | \$50 | \$75 | <p><u>SECTION D</u></p> <ul style="list-style-type: none"> • No noxious or offensive activity may take place or disturb fellow owners. (Loud noises, motor vehicles, work on motor vehicles, loud speakers with music, horns, bells, etc) • No noxious odors of any kind (including trash, cigarette, animal waste, etc) |
| \$25 | \$50 | \$75 | <p><u>SECTION E</u></p> <ul style="list-style-type: none"> • No Street parking • No small recreational vehicle is to be stored anywhere but in owner's garage. |
| \$25 | \$50 | \$75 | <p><u>SECTION F</u></p> <ul style="list-style-type: none"> • Any sign, poster, display, billboard or other advertisement not approved by the board. • No sign larger than 3X2 (with approval of board) will be permitted |
| \$25 | \$50 | \$75 | <p><u>SECTION G</u></p> <ul style="list-style-type: none"> • No Temporary Buildings of any kind permitted. See Rules & Regulations for further description. |
| \$25 | \$50 | \$75 | <p><u>SECTION H</u></p> <ul style="list-style-type: none"> • No Trash of any kind shall be stored anywhere except in owners trash cans. • All trash cans to be stored in garages only • No trash shall be left in common area |

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| | | | <ul style="list-style-type: none"> • No clothing or household fabrics are permitted to be hung outside owners homes. • All tree, shrub, grass, weed, etc trimmings are to be disposed of properly in the trash can. • No trash is to be kept on owners patios |
| \$25 | \$50 | \$75 | <p><u>SECTION K</u></p> <ul style="list-style-type: none"> • No Garage or Yard Sales of any kind are permitted without Board approval • All Estate Sales must be approved by the Board |