

*RULES AND REGULATIONS,  
POLICIES AND PROCEDURES,  
ARCHITECTURAL STANDARDS AND  
CONSTRUCTION REGULATIONS  
OF  
STERLING POINTE*

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***RULES AND REGULATIONS,  
POLICIES AND PROCEDURES AND  
ARCHITECTURAL STANDARDS  
AND CONSTRUCTION  
REGULATIONS OF STERLING  
POINTE***

These Rules and Regulations, Policies and Procedures and Architectural Standards and Construction Regulations have been adopted and implemented to protect the investment of the members and to enhance the values of the properties subject to regulation by the Association and the Design Review Committee.

**1. Architectural Standards and Construction Regulations.** Sterling Pointe is a quality residential development of single family homes. In the interests of the Owners of property in Sterling Pointe, and given a desire by the Owners to preserve the natural character of the area, dominated by oak brush, pines and views, Residences built in Sterling Pointe must be carefully and sensitively nestled into the landscape. It is the intent of these Architectural Standards to provide guidance to architects, landscape architects, designers, builders, and Owners in developing appropriate architectural and site plans which satisfy these concerns.

The Design Review Committee ("Committee") reserves the right to revise these Standards as changing conditions and priorities dictate, in order to maintain maximum aesthetic benefits for the Community while enhancing properly values.

**(a) Architectural Review Process.** The process for establishing the Committee and defining the specific duties and powers conferred on it is defined in the Declaration of Sterling Pointe (the "Declaration"). The Committee has approved these Architectural Standards and Construction Regulations for Sterling Pointe.

All construction that is undertaken in Sterling Pointe, whether new building and site construction, landscape planting, or changes to existing facilities, shall be subject to review under these Standards. Landscaping and construction that takes advantage of xeriscape, energy conservation and environmentally conservative construction is encouraged.

The following process shall be followed:

**(b) Pre-Design Meeting.** Prior to preparing plans for a proposed residence, it is required that the Owner and/or the architect meet with a Committee member to discuss proposed plans. This informal review will provide guidance but will not result in any binding stipulations. No fee shall be charged.

Appointments should be made at least one (1) week in advance.

(c) **Preliminary Plan Submittal.** Following the Pre-Design Meeting, the Owner and the architect shall develop preliminary architectural and site plans. They should meet the following requirements:

1. All plans shall be the same sheet size and shall include the following:
  - a. A professional survey of existing conditions, including topography with a two (2) foot contour interval, existing trees and shrubs, drainage-ways, and other natural features. All legal restrictions, including rights-of-way, easements, property lines, and Sterling Pointe setbacks, shall also be included. All survey information should extend to all property lines of the tract and beyond to include all of any rights-of-way or drive access easements directly adjacent to the tract.
  - b. A site plan of all proposed improvements, indicating items such as building location, driveway and parking areas, proposed grading at a one (1) foot contour interval with appropriate spot elevations, and drainage features, at a scale of 1" = 20' or larger.
  - c. Roof and floor plans at a scale of 1/4" = 1' or larger.
  - d. Architectural elevations, at the same scale as the floor plans, indicating both existing and proposed grade lines, finish floor elevations, and top of slab elevations.
  - e. Indication of all exterior materials and colors.
  - f. Any other proposed improvements.
2. At the Owner's option, a perspective sketch and/or model may be prepared, as a visualization aid.
3. In order to assist the Committee, the Owner shall provide accurate staking of all proposed building corners, the driveway centerline at twenty (20) feet on center, lot corners, easements, and development guide setbacks. All stakes must extend at least 3' above grade and must be identified.

#### Procedures

1. After preparing the appropriate plans, the Owner shall submit the plans and a review fee of two hundred ninety-five dollars (\$295.00) to the Committee.
2. The Committee will then review the plans and staking, and will provide a written response no later than thirty (30) days after the submittal.
3. Should the plans be approved, the Owner may begin preparing Final Plans. In the event of a disapproval, the re-submittal of plans shall follow the preliminary plan submittal procedure. At the preliminary submittal level, all re-submittals beyond the second disapproval will require an additional review fee of \$295.00.

(d) **Final Plan Submittal.** Following Preliminary Plan approval, the Owner, and the architect shall develop final architectural and site plans, suitable for construction. They should meet the following requirements:

1. All plans shall be of the same sheet size and shall include the following:
  - a. Update of the professional survey, as needed.
  - b. Update of the site plan, all finish floor and top of slab elevations, all site improvements, and all utility connections.
  - c. Detailed roof and floor plans at a scale of 1/4" = 1' or larger.
  - d. All exterior elevations, at the same scale as the floor plans, indicating both existing and proposed grade lines, top of foundation elevations, finish floor elevations, and top of slab elevations.
  - e. Wall sections and exterior details, including items such as chimneys, exterior stairs and decks, railings and supports.
  - f. Samples of all exterior materials, finishes, and colors, including windows and glass. Samples must be clearly marked with Owner's name and lot number, and must be identified with manufacturer's name, color, and/or mixture.
  - g. Complete landscape plan, including:
    - 1) Areas to be irrigated, if any, and systems to be used.
    - 2) Seed mixtures to be used on re-vegetated areas.
    - 3) Any additional plant material, identified by common-name.
    - 4) All walks, retaining walls, lighting, signage, and other site amenities.
2. Any adjustments in site staking shall be made at this time.

#### Procedures

1. After preparing these detailed plans, the Owner shall submit the plans to the Committee.
2. The Committee will then review the final plans and staking, and will provide a written response no later than thirty (30) days after the submittal. Should the plans be approved, the Owner may apply for the appropriate building permit(s), and when approved, begin construction. In the event of a disapproval, the re-submittal of plans shall follow the final plan submittal procedure. At the final submittal level, all re-submittals beyond the second disapproval will require an additional review fee of two hundred ninety-five dollars (\$295.00).

(e) **Landscape Plans, Changes and/or Additions to Approved Plans.** Following Final Plan approval, the Owner and the architect or landscape architect must submit for Committee review any changes and/or additions to the approved plans. Any architectural and site plans revisions should meet the following requirements:

1. All plans shall be of the same sheet size and shall include the following:
  - a. Update of the professional survey, as needed.
  - b. Update of the site plan, finish floor elevations, top of slab elevations, all site improvements, and all utility connections.
  - c. Detailed roof and floor plans at a scale of 1/4" - 1' or larger.
  - d. All exterior elevations, at the same scale as the floor plans, indicating both existing and proposed grade lines, top of foundation elevations, finish floor elevations, and top of slab elevations.
  - e. Wall sections and exterior details, including items such as chimneys, exterior stairs and decks, railings, and supports.
  - f. Samples of all exterior materials, finishes and colors including windows and glass. Samples must be attached to a 24 x 36 board, with the front elevation of the residence. No separate samples, detached from this board should be submitted. All presentation boards must be clearly marked with Owner's name and lot number, and samples must be identified with manufacturer's name, color, and/or mixture.
  - g. Complete landscape plan, including:
    - 1) Areas to be irrigated, if any, and systems to be used.
    - 2) Seed mixtures to be used on re-vegetated areas.
    - 3) Any additional plant material, identified by common-name.
    - 4) All walks, retaining walls, lighting, signage, and other site amenities.

In order to assist the committee, the Owner shall provide accurate staking of all proposed building corners, the driveway centerline at twenty (20) foot on center, lot corners, easements, and development guide setbacks. All stakes must extend at least 3' above grade and must be identified.

### Procedures

1. After preparing these detailed plans, the Owner shall submit the plans to the Committee.
2. The Committee will then review the plans and staking, and will provide a written response no later than thirty (30) days after the submittal. Should the plans be approved, the Owner

may apply for the appropriate building permit(s), and when approved, begin construction. In the event of any disapproval, the re-submittal of plans shall follow the landscape plans, changes and/or additions to approved plans procedure.

The Committee reserves the right to waive or vary any of the procedures or Standards set forth herein at its discretion, for good cause shown.

(f) **Architectural and Site Standards.**

**Building Siting**

Minimum setbacks for all lots unless otherwise noted on the subdivision plat shall be as follows or modified by design revision on a per Lot basis:

Front yard	65 feet
Side yard	25 feet
Rear yard	35 feet

The siting of the Residence shall be responsive to any and all of the following site features:

- Existing grades
- Drainage patterns
- Topography
- Rock outcroppings
- View corridors
- Sun exposure Vegetation
- Adjacent home sites and their view corridors

**Building Location and Setbacks**

The residence should be sited to take advantage of existing views and microclimatic conditions while respecting existing terrain, vegetation, and adjacent land uses. Disruption of existing conditions shall be minimal. Where possible, all existing trees shall be preserved, and existing drainage patterns and views or view corridors shall be respected.

**Grading and Drainage**

All site improvements should be designed to minimize the extent of grading required. Techniques for doing this include "stepping" buildings down slopes providing access across slopes instead of down them, and using low retaining walls where necessary. Where grading is necessary, cut and fill slopes should be kept to a maximum of 3:1, with steeper slopes permitted (if permitted by soils engineer) when excessive disturbance of ground would otherwise result. All graded slopes should be "rolled" back into existing slopes, so that, after re-vegetation, no sharp contrast exists between existing and disturbed slopes. All areas which are to be preserved (trees, shrubs, rock outcrops, etc.) shall be marked and protected throughout the construction period. No grading shall extend beyond existing tract boundary lines or, easement boundary lines.

In addition to minimizing the extent of disturbed land, disruption to existing drainage courses should be minimal. Where disruption or realignment must occur, reconstruction should occur in a naturalized manner allowing water to percolate and flow in a nondestructive course. If culverts or other drainage facilities are required, they should be detailed such that contact with the existing environment is minimized.

### **Erosion Control**

During all site construction, techniques for controlling erosion within the site and onto other sites shall be used. Methods include sedimentation basins, filtration materials such as hay bales or permeable geo-textiles, and slope stabilization fabrics or tackifiers. Proper re-vegetation shall begin as quickly as possible after soil disruption and should be well established within one year after disturbance.

### **Driveways and Parking**

Access to each residence shall be via a single private drive or public road. The drive should be sited to minimize earthwork, without overly emphasizing the parking area or garage. Access drives shall be located to preserve and avoid important natural features, such as large or significant trees, plant materials, drainage-ways, and rock outcroppings, so as to minimize disruption of the existing landscape.

The graded or paved surface of an access drive shall not exceed fourteen (14) feet in width where it crosses the road right-of-way and the front setback of the Lot. Driveways and/or parking surfaces may not encroach into any side setback without specific approval of the Design Review Committee; some limited encroachment may be considered where unique terrain, vegetation constraints, or limited Lot width may warrant. The proposed driving surface is subject to approval by the Design Review Committee. A concrete or metal culvert pipe, with a diameter of eighteen (18) inches or greater, shall be installed beneath each access driveway, between the road shoulder and the property line, unless otherwise approved by the Design Review Committee. The invert flow-line of the pipe shall be aligned and sloped so that borrow ditch/drainage-way storm flows will continue smoothly and unimpeded beneath the driveway crossing. The exposed ends of the pipe shall be aesthetically finished with concrete or stone headwalls. Stone headwalls may be grouted or loose-laid.

### **Architectural Design**

No mandatory architectural "style" is required for Sterling Pointe. However, it is the intent of these Standards to encourage residences which are harmonious with the existing natural environment, suggesting design solutions which reduce the apparent visual mass, incorporate materials, colors and textures which generally blend with the landscape, and develop proportions and details appropriate to the site.

### **Roofs**

The form of the roof and the materials used on it create a significant part of the visual impact of a building, and will be carefully reviewed by the Committee. Gable, hip and shed roofs will generally be acceptable for residential construction, while gambrel, flat, mansard and A-frame roofs will not be encouraged. However, these roofs and other unique forms developed will be reviewed on their merits on a case-by-case basis.

Pursuant to the Declaration, all roofing materials should be of a fire classification or rating as required by the plat or local government, and should be of a texture and color that harmonizes with the environment. Shake shingles or tile are suggested and encouraged.

All extensions from the roof, such as chimneys, flues, roof vents, gutters, skylights, etc. should be carefully located and finished to complement other elements of the design. Unfinished and exposed metal detailing will be discouraged.

### **Walls and Openings**

The walls of a building are an important part of its overall visual impact and should be carefully detailed. Siding and trim materials should be consistently used throughout the building. Location, type and size of window openings should be carefully considered for effect on proportions, continuity, and illumination. The connection from the walls to the foundation would be treated such that the foundation becomes a very minor element.

### **Exterior Materials**

All materials and finishes should be harmonious with the surrounding environment, with natural wood, cedar, stone, or stucco generally being acceptable. Brick, rock, natural stone and exterior finishes harmonious with the existing natural environment are encouraged. Use of all frame construction (excluding cedar) or manufactured siding will require specific Committee approval.

### **Color**

Exterior finishes shall be in subdued earth tones, although brighter accents, used judiciously, may be permitted.

### **Foundation Walls**

Foundation walls shall not be exposed, but shall be finished to blend with the other exterior materials.

### **Accessory Utility, and Solar Structures**

Accessory buildings or facilities such as detached garages, gazebos, greenhouses, tennis courts, pools, etc., shall adhere to the standards outlined for buildings and site planning. It is important that the massing and scale, as well as forms, materials, and other detailing should be well coordinated with the main structure(s) on the site. No temporary sheds will be allowed.

All exterior utility equipment shall also be incorporated into the structure and be architecturally compatible with the residence.

### **Fences and Screening**

The use of fences and screening will be discouraged except when used to define private "outdoor living areas" or to aid in confining pets to selected areas near the main structure. When approved, such fences and screens shall be complementary in design to the main structure(s). Screens along property lines, in the form of fencing or formal planting, will be discouraged.

### **House Numbers and Mailboxes**

Each lot has been assigned a street number which has been approved by the appropriate governing authorities. At the time of construction of a residential structure on a lot, the owner or builder shall install a mailbox on the lot. The mailbox to be installed may be required by the Committee to be of a uniform type and design to provide harmony of the streetscape. In all events, mailboxes are subject to review and approval by the Committee.

### **Lighting**

All exterior lighting shall minimize light spill onto adjacent properties. Fixtures, used for illumination of walks, driveways, address signage, etc., shall be compatible with the building.

### **Landscape**

All introduced plant materials shall conserve and complement the existing vegetation. Areas immediately adjacent to buildings may incorporate some ornamental plants but should quickly transition to more naturalized materials. Those naturalized material areas shall consist of grasses, groundcovers, shrubs, and trees that are similar to those on-site or are analogous in appearance with low water requirements.

The approved landscape plan, which, at a minimum will call for re-vegetation of all areas disturbed by construction, shall be completed in accordance with the Declaration of Covenants, Conditions and Restrictions.

Irrigation systems, when needed, should efficiently distribute water to these plants which require it. Temporary, drip or other low water consumption irrigation system will be encouraged where appropriate.

### **Damage to Property**

If a tree is found to be damaged as a result of construction, and the tree dies, or a tree is cut down without authority from the Committee, the contractor or Owner may be fined one hundred dollars (\$100.00) for each inch in diameter of the tree measured four (4) feet above the ground. If the diameter of the tree is less than one (1) inch, the fine may be one hundred dollars (\$100.00).

Any damage to the streets and curbs, drainage inlets, street markers, street lights, lot light bollards, mail boxes, walls, signs, landscaping, public or private property, etc. will be repaired by the contractor. The builder or prime contractor will be held accountable for any damage by his subcontractors. If the contractor does not promptly repair the damage, the Committee or the Association may repair the damaged property, and the cost will be billed to the builder or Owner.

(g) **Contractor and Construction Period Regulations.** In the interest of all Owners and contractors, the following regulations shall be enforced during the construction period. These regulations shall be a part of the construction documents contract for each residence, and all contractors and Owners shall abide by these regulations.

(h) **Approved Builders.** No contractor or builder shall construct any structure or attachment to a Lot or to the exterior of the Improvements on a Lot, or shall construct, erect, place or install any fence, mailbox or landscaping, including, but not limited to, painting and/or staining of exterior siding, unless such contractor or builder shall have been first submitted to and approved in writing by the Design Review Committee. Additionally, the primary Residence on a Lot must be constructed at the same time as any garage or outbuildings, such that Owners may not construct a garage or any outbuildings without also then constructing their primary Residence.

### **OSHA**

All applicable OSHA regulations and guidelines will be strictly observed at all times.

### **Insurance**

All contractors and subcontractors must post evidence of insurance with their Owner, prior to entering the construction premises. Confirmation shall be evidenced in the form of a valid Certificate of Insurance naming both the Owner, and Sterling Pointe as the certificate holders. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability and workmen's compensation. The minimum limits of liability shall not be less than five hundred thousand dollars (\$500,000.00) each for general liability and automobile liability. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for thirty (30) day notice to the certificate holders in the event of cancellation or material change in the limits of coverage.

### **Construction Hours/Holidays**

Construction work on any structure or building site shall not commence prior to 7:00 a.m. or continue after 7:00 p.m. Monday through Saturday. No construction is allowed the holidays set forth below without the written permission of the Committee:

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

### **Construction Limits**

The Committee may require the contractor to provide a detailed plan of construction limits prior to construction, to be implemented with snow-fencing, rope barricades, or like material prior to construction. The plan shall include size and location for construction material storage areas, limits of excavation, access areas, parking, chemical toilet location, dumpster, fire extinguisher, utility trenching, and a construction sign.

### **No Construction Trailers Sheds or Temporary Structures**

Except during construction of Improvements on a Lot, there shall be no construction trailer, shed or temporary structure located within Sterling Pointe.

### **Excavation**

Excess excavation material may be required to be removed from the property. Excavation, except for utility trenching, shall be on the Owner's site only. Constructors are expressly prohibited, during back fill and final grading operations, from spreading excess debris of material over the remainder of the Owner's tract.

utilities

Contractors will use only the utilities provided on the site on which they are working. Accessing utilities from any other site without written permission of the Owner of that site is trespassing and violators may be charged.

### **Sanitary Facilities**

Each Owner or builder shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be located within building envelopes, clear of setbacks.

### **Debris and Trash Removal/Site Maintenance**

Periodic clean-up of the construction site is mandatory. All trash and debris shall be stored in a fenced or other appropriate trash disposal area and shall be removed from the trash disposal area on a periodic basis. All soil and debris flowing into the street(s) or open spaces from the construction site shall be cleaned on a periodic basis.

It shall be the builder's responsibility to ensure that his construction activities, including all subcontractors, do not violate this regulation. Repeated violations can and will result in a shut down of the construction site.

The builder/contractor must provide a covered trash/scrap container for each construction site. The cover must be ventilated, and must be in place when the container is not in use. The containers must be emptied whenever the container becomes full, or at least once per week. Large amounts of trash should not be left in the containers over the weekend. Dumping of trash/scrap materials of any kind is not allowed in Sterling Pointe.

Builders shall keep their construction sites in a neat and orderly condition at all times. Work areas shall be kept free of discarded boxes, plastic, cans, bottles, lunch bags, food, Styrofoam containers, cartons, empty cement bags or any other such materials. Construction sites shall be cleaned up at the end of each working day.

### **Vehicles and Parking**

All construction vehicles will be parked in designated driveways or work areas, so as not to inhibit traffic or damage surrounding natural landscape. Vehicles shall not be parked on Sterling Pointe roads.

### **Pets**

Contractors, subcontractors, and employees are prohibited from bringing dogs and other pets to the construction site.

### **Blasting**

If any blasting is to occur, the contractor shall be responsible for informing all residents in the proximity of the blasting site.

### **Restoration of Property**

Upon completion of construction, each Owner and builder shall clean his construction site and repair all property which has been damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the Review Board, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

In addition, the Owner and general contractor shall be held financially responsible for the cost of site restoration/re-vegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees or subcontracted agents.

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

Reasonable efforts shall be made to control dust, noise, and odor emitted from construction areas. The contractor will be responsible for watering, screening or oiling excessive dust or problem areas as well as controlling excessive noise and offensive odors. Loud radios, stereos or other noise or music is prohibited.

### **Prohibitions**

The following items are prohibited in Sterling Pointe:

- a. Oil changing of construction vehicles and equipment (without proper receptacles and removal procedures).
- b. Concrete equipment cleaning or concrete dumping (without proper clean-up and restoration).
- c. Removing any rocks, trees, plants, or topsoil from any portion of the property other than the Owner's tract.

- e. Careless treatment of trees or preservation area.
- f. Use of spring, surface, or irrigation water for any purpose.
- g. Signs other than approved construction or real estate signs.
- h. Careless use of cigarettes or flammable items.
- i. Firearms.

### **Hazardous Spills**

Operators of vehicles are required to ensure that they do not spill any damaging materials in the Community. Operators are responsible for cleaning up any spills immediately. The cost, to the Committee or the Association, of any clean up done by the Committee or Association, will be billed to and be an obligation of the responsible party.

### **General Regulations**

Stockpiling of dirt or material is permitted only in conformance with the approved plans. Dirt which must be removed from a site must be disposed of at a designated fill site or away from the Community. Prior to using a developer-designated fill site, permission to dump must be obtained in writing from the Committee. Dirt spoil dumped on the property must be clean and free of construction debris. Any deviations from this rule require written approval of the Committee.

Access for construction from adjacent lot is highly discouraged. The Committee may allow ingress/egress if adjacent property Owner gives his/her permission in writing. Any damage to this property will be the responsibility of the builder. If the builder fails to complete this repair on a timely basis, the Committee or the Association may effect this repair at the expense of the builder or Owner.

Dirt, mud, and any other such debris left on the roads in the Community caused by construction vehicles or equipment must be cleaned up by the contractor.

Washing of construction trucks and other construction vehicles is not allowed. Concrete truck wash out must be on the construction site at the future driveway location or within the building pads as designated on the approved plans.

Excess runoff shall be contained on the construction site. All builders or Owners shall be responsible for the maintenance on a continuous, day-to-day basis, of all tree protection barricades, drainage control devices, and silt fencing for their construction site. Any damage to neighboring streets or properties due to runoff from a construction site shall be the responsibility of the builder or Owner.

(i) **Adoption of Architectural Standards and Construction Regulations.** These Architectural Standards and Construction Regulations are adopted by the Design Review Committee of Sterling Pointe Owners Association, Inc. this day of 1996

Rex Weimer, Chair

**2 Alterations Additions or Improvements.** No alterations, additions or improvements may be made to a Lot or Residence without the prior written consent of the Design Review Committee established by the Declaration. The Design Review Committee may adopt guidelines, which guidelines, as amended from time to time, shall be deemed incorporated within these Rules.

**3 Pet Rules.**

(a) Leashes. Pets must be restrained by a leash when outside a Residence. Pets, including dogs and cats, shall not be allowed to roam unrestrained in the Community or on any Common Elements.

(b) Clean Up. Pet owners must pick up and police after their pets.

(c) Control. Pets must be kept under control at all times.

**4 Proper Use of Common Elements.** Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements, interfere with their proper use by others, or commit any nuisances, vandalism, or damage on or to the Common Elements.

**5 Compliance With Law.** No immoral, improper, offensive or unlawful use may be made of a Lot or Residence. Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Colorado, and with all local ordinances, rules and regulations. The violating Owner shall hold the Association and other Owners harmless from all fines, penalties, costs and prosecutions for any violation or noncompliance.

**6 Collection Procedures.** The Association has adopted the following procedures and policies for the collection of assessments and other charges of the Association.

(a) Due Dates. The assessment as determined by the Association and as allowed for in the Declaration, and Bylaws shall be due and payable on the 1st day of each year. Assessments or other charges not paid to the Association by February 1st of each year in which they are due shall be considered past due and delinquent.

(b) Late Charges Imposed on Delinquent Installments. An assessment shall be past due and delinquent if not paid by February 1st of the year in which it is due. The Association shall impose a fifty dollar (\$50.00) late charge and assess interest at the rate of eighteen percent (18%) per annum on the outstanding or past due balance then due the Association. The late charge shall be a "common expense" for each Owner who fails to timely pay their annual assessment by the 1st day of February of each year.

The late charge shall be the personal obligation of the Owner(s) of the Lot for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments.

(c) Return Check Charges. In addition to any and all charges imposed under the Declaration, and Bylaws, the Rules and Regulations or any guidelines of the Association, or this resolution, a twenty five dollar (\$25.00) fee or other amount deemed appropriate by the Board of Directors shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.

(d) Attorney Fees an Delinquent Accounts. As an additional expense permitted under the Declaration and Bylaws, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

(e) Collection Letters.

(i) After an annual assessment or other charge due the Association becomes thirty (30) days past due, the Association may cause, but shall not be required to send, a "late notice" to the Lot Owner who is delinquent in payment.

(ii) If payment in full is not received within twenty (20) days, the Association may, but shall not be required to send a "Notice of Intent to Lien" to the Lot Owner. The Association may simultaneously send a copy of the notice to the mortgagee of the Owner.

(f) Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or demand letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

(g) Liens. The Association may file a Notice of Lien against the property of any delinquent Owner in accordance with the terms and provisions of the Declaration, and Bylaws. A copy of the recorded Notice of Lien may be mailed to the Owner and to the mortgage lender with a request that the lender send a letter to the delinquent Owner advising the Owner of the lender's option to accelerate the mortgage debt.

(h) Referral of Delinquent Accounts to Attorneys. The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off, All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

(i) Referral of Delinquent Accounts to Collection Agencies. The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.

(j) Collection Procedures/Time Frames. The following time frames shall be suggested for use in the collection of the annual assessment and other charges.

Due date (date payment due)	1st day of each year
Past due date (date payment is late if not received on or before that date)	January 31st of each year
Late charge and interest imposed (if payment not received on or before that date)	1st day of February of each year
"Late Notice(s)" mailed imposing late fees, interest, etc.	February 2nd of each year
"Notice of Intent to Lien" mailed	February 20th of each year
"Notice of Lien" recorded; acceleration notice mailed, if applicable	March 1st of each year
Attorney sends demand letter for payment including acceleration notice, if applicable and liens property	April 1 of each year
Owner fails to respond to the attorney demand letter, a lawsuit is considered and, if appropriate, is commenced	April 15 of each year.

The attorney is to consult with the Association at all times, to determine if payment has been arranged or what collection procedures are appropriate.

(k) Judicial Foreclosure. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner in county court for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.

(l) Waivers. The Association may grant a waiver of any provision herein upon petition in writing by an Owner showing a personal hardship. Such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is

hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

(m) Ongoing Evaluation. Nothing in this Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis.

7. Policies and Procedures for Fines. Notice shall be provided to the applicable Owner as soon as reasonably practicable following discovery by the Board of a violation for which the Board desires to impose a fine. All fine assessments shall be due and payable immediately upon imposition and notice of such fine. The Board may also, at its option, provide a copy of such notice to any non-owner violator. The notice shall describe the nature of the violation.

8. Application of Payments Made to the Association. The Association reserves the right to apply any and all payments received on account of any Owner or the Owner's property to payment of any and all legal fees and costs (including attorneys' fees), expenses of enforcement and collection, late fees, return check charges, lien fees, and interest owing or incurred with respect to such Owner pursuant to the Declaration, Bylaws, Rules and Regulations of the Association prior to application of the payment to the special or general assessments due or to become due with respect to such Owner.

9. Enforcement and Attorneys' Fees. It is hereby declared to be the intention of the Association to enforce the provisions of the Governing Documents by any and all means available to the Association at law or in equity, and to seek recovery and reimbursement of all attorneys' fees, Association expenses and costs incurred by the Association in connection therewith.

10. Modification, Amendments Repeal and Re-Enactment. Notwithstanding anything to the contrary contained in these Rules and Regulations, the Association hereby reserves (19)the right, at any time and from time to time hereafter, to modify, amend, repeal and/or re-enact these Rules and Regulations in accordance with the Declaration, Bylaws and applicable law.

11. Miscellaneous.

(a) Failure by the Association, the Board or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.

(b) The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.

(c) Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

(d) The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these policies and procedures or the intent of any provision hereof.

IN WITNESS WHEREOF, the undersigned, as Secretary of the Association, certifies these Rules and Regulations and Policies and Procedures were adopted by the Executive Board on , 19 .

Rod Weimer, Secretary