



SIERRA POINTE HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

Approved – July 2024

1. General Provisions

- 1.1 The provisions of these Rules and Regulations shall be deemed to be independent and several, and the invalidity of any one or more of the provisions hereof, or any portion of it, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or the enforcement of the remaining provisions, which shall remain in full force and affect.
- 1.2 Unless the context provides or requires to the contrary, using 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.
- 1.3 The captions to the sections are inserted herein only for convenience and reference. They are in no way to be construed to define, limit, or otherwise describe the scope of these Rules and Regulations or the intent of any provision hereof.

2. Homeowners Association Management

- 2.1 The Sierra Pointe Homeowners Association Board of Directors has appointed an agent (management firm) to handle the day-to-day enforcement of these Rules and Regulations, the Declaration for Sierra Pointe Condominiums (Declaration), and the Articles of Incorporation and Bylaws (Bylaws) of the Sierra Pointe Homeowners Association (HOA). The management firm is authorized to take the necessary actions to ensure all residents' compliance with the complex's standards.
- 2.2 The HOA reserves the right to modify, amend, repeal, and/or reenact these Rules and Regulations in accordance with the Declaration, the Articles of Incorporation and Bylaws of the Association, and applicable laws.
- 2.3 Failure by the HOA, Board of Directors, or any person to enforce any provision of these Rules and Regulations shall in no event be deemed a waiver of the right to do so after that.
- 2.4 The Association may exercise any and all rights and remedies independently. For example, the Association may impose a fine and, at the same time or later, take legal action against any violator.

3. Insurance

- 3.1 The comprehensive policy for the HOA does not cover the personal property or contents of the condominium units or liability arising from guests on the premises. Likewise, the HOA is not responsible for damage to units caused by other residents or guests of the complex.
- 3.2 Each resident must arrange for insurance coverage for all losses and risks arising from the ownership/occupancy of the premises. Additional requirements and recommendations can be found in the adopted policy, *Insurance Claims and Deductibles Policy and Procedures*.

4. Leasing or Renting of Condominium Units

- 4.1 CONDOMINIUM UNITS SHALL BE LEASED, OCCUPIED, OR USED FOR RESIDENTIAL USE ONLY. Units shall not be leased for hotel, commercial, or transient purposes.
- 4.2 No owner may lease or rent less than the entire condominium unit.
- 4.3 All leases must be in writing with a copy provided to the HOA within ten (10) days after the execution of such lease.
- 4.4 No lease or tenancy of any condominium unit shall be for a term less than thirty (30) days. The Board of Directors recommends no lease or tenancy of any unit for an initial term of less than six (6) months.
- 4.5 The lease and lessee's occupancy of the condominium unit shall, in all respects, be subject to the provisions of the Rules and Regulations, Declaration and Articles of Incorporation, and Bylaws of the Association. Any failure of the lessee to comply with these provisions shall be a default under the lease.

5. Architectural Control

- 5.1 Any owner who does not obtain prior written approval from the Board of Directors of the HOA for improvements, alterations, etc., pursuant to Article 12, Section 12.5 of the Declaration shall be declared to be in violation of these Rules and Regulations and could face fines, in accordance with the adopted *Covenant Enforcement Policy*.
- 5.2 Each owner will be responsible for any damage to a building resulting from any attachments or installations to the outside of the unit, whether approved in advance by the Board of Directors of the HOA or not and shall be responsible for reimbursing the Association for expenses related to repairing the building to its original condition upon removal of the attachment or installation if the damage is caused.
- 5.3 During periods of building maintenance (painting, roofing, etc.), it may be necessary to remove attached or installed items.
- 5.4 If upon notice that such items need to be removed and action is not taken by the owner, the cost of removal and reattachment may be assessed by the Board to the owner. The Board will not be liable for any damage to items removed.

- 5.5 All previously approved installations are subject to review and revocation upon renovation or repair of the affected building component. As an example, only, an approved hook installed on a resident's balcony may not be approved for reinstallation following the renovation of the balcony.

Common Areas

6. Grounds, Sidewalks, and Building Exteriors

- 6.1 The sidewalks, stairways, and common areas may not be obstructed or used for any purpose other than entry and exit from the condominium units. These areas are not to be used for the storage or temporary placement of objects, including bicycles, grills, trash bags, etc.
- 6.2 No resident shall plant flowers, plants, or shrubbery in the common areas without the prior consent of the Board of Directors of the HOA. Any plantings in the common area (Resident Garden) shall be limited to 10 square feet in area and must be framed with an HOA-approved border. Any resident who plants a Resident Garden in the common area shall become fully responsible for the maintenance of that area and shall be required to remove any deceased or declining plants and complete maintenance of seasonal hibernating plants in the garden area in full at the end of the growing season. All plant material on the balconies and patios of the condominium units must be kept in an appropriate planter or pot and must have drip trays installed.
- 6.3 Pedestrian traffic should be contained to sidewalks only. Residents and their guests are not to travel over or across the lawns and landscaped areas. Likewise, patio enclosures are not to be used as everyday entries/exits.
- 6.4 Vehicular and recreational traffic, whether motorized or non-motorized, is prohibited across the lawns and landscaped areas. The expense of repairing areas due to repeated foot, vehicular, or recreational traffic shall be assessed by the resident causing the damage.
- 6.5 No resident shall build or have built any form of aerial antennas, poles, wires, etc., of any kind for the purpose of radio, television, hi-fi reception on any balcony, roof, or building exterior without the prior written approval of the HOA. Additional requirements can be found in the adopted Resolution, *Antenna, and Satellite Dish Installation Restrictions*.
- 6.6 Condominium unit owners are liable for all damage made to buildings, landscaping, and personal property of other residents, etc. Any damage to common areas caused by an owner/occupant, visitor, or Agent acting on behalf of the owner/occupant will be repaired at the expense of the owner of the condominium unit. Residents must exercise extreme caution while moving about the complex.
- 6.7 No person (whether adult or child) shall be permitted to play games, sports, etc., in the common areas between the hours of 9:00 PM and 7:00 AM.
- 6.8 All personal items, except patio furniture belonging to residents (whether adult or child) must be stored inside the condominium units out of view of the common areas.

- 6.9 Because of the risk to underground tubing and wires, sharp objects are not to be inserted into any landscaped areas.
- 6.10 Holiday décor is permitted in a homeowner's exclusive use space only. No holiday décor may be placed in the common area or attached in any manner that may cause damage to the building's exterior, including hooks and nails. All holiday décor must be removed within fifteen (15) days of the holiday.

7. Parking Lots / Assigned & Open Parking Spaces

- 7.1 Roads within the community are private streets. No vehicular traffic shall exceed ten (10) mph. Residents and their guests are cautioned to drive with extreme care to avoid pedestrians (including pets) and other automobiles.
- 7.2 VEHICLES PARKED IN FIRE LANES OR DISABLED PARKING AREAS WITHOUT APPROPRIATE PERMITS, ETC. ARE SUBJECT TO IMMEDIATE TOWING WITHOUT ANY NOTICE TO THE OWNER.
- 7.3 Parking is allowed only in designated areas. Residents must park in their assigned spaces. Guests must park in the unnumbered or designated guest parking spaces. These open spaces are not meant for residents to use long-term.
- 7.4 The operation of motorized vehicles, including motorcycles, ATVs, mopeds, and scooters, is permitted only on the streets of the complex. Except for vehicles used by authorized HOA contractors, motorized vehicles are not to be used or parked on the greenbelts, sidewalks, fire lanes, or patios.
- 7.5 Inoperative vehicles are not permitted to be parked within the complex. All vehicles must meet local and state requirements for safety and noise. Any vehicle with an expired registration, broken glass, flat tires, inoperable, etc., is subject to removal at the owner's expense after 24 hours' notice.
- 7.6 No commercial vehicles, boats, mobile homes, trailers (house/utility or boat), detachable camper units, snowmobiles, racing cars, or similar vehicles shall be parked, kept, stored, or maintained within the complex. Vehicles in violation are subject to ticketing and/or towing as stated within these Rules and Regulations or by applicable law.
- a) For the purposes of enforcement within the private drives and parking areas of the HOA, Commercial Vehicles shall be defined as any vehicle that:
- has a chassis with a capacity of 3/4 ton or larger, such as flatbed trucks, tow trucks, tractor-trailer rigs, and the like;
 - is over 18 feet in length, bumper to bumper.
- 7.7 Any violation of these Rules and Regulations, Declaration, or local and state law is subject to appropriate action. Written Notice of Intent to Tow must be posted on vehicles in violation. If the vehicle is not removed within twenty-four (24) hours after Notice of Intent to Tow is posted, the HOA is entitled to tow the vehicle at the owner's expense. Any other costs, fees, and expenses incurred by the HOA for towing/storage of the vehicle will also be billed at the owner's expense.

- 7.8 No Persons (whether adults or children) are allowed to play in the parking areas.
- 7.9 Major repair work or fluid changes on vehicles are not permitted within the complex, including oil, radiator, or transmission.
- 7.10 Residents are responsible for cleaning any oils or fluids leaked onto assigned parking spaces.
- 7.11 Vehicles may not be parked in the marked *Snow Staging Areas* while snow is present. Any vehicles found parked in the *Snow Staging Areas* during snowfall will be subject to immediate tow without notice.
- 7.12 Residents may simultaneously park one passenger vehicle and one motorcycle/scooter in their assigned parking space, provided that the motorcycle/scooter is parked perpendicular at the head of the space and the passenger vehicle is in line with the parking space. Both vehicles must be contained within the parking stall. If the passenger vehicle extends beyond the parking stopper at the head of the space, the lines on either side of the space, or the carport roofline at the rear of the space, the vehicle will be subject to tow.

8. Clubhouse, Pool, and Jacuzzi (Open from 9 AM to 9 PM)

- 8.1 All residents, guests, visitors, etc., using the pool or Jacuzzi shall do so at their own risk. **WARNING: THERE IS NO LIFEGUARD ON DUTY.** For your own safety, use a buddy system. Do not swim alone at any time.
- 8.2 **For persons under the age of 16 wanting to use the pool, they must be supervised by someone at least 16 years of age or older.**
- 8.3 If you see lightning or hear thunder, leave the pool enclosure immediately.
- 8.4 For your own safety, it is advised not to remain in the Jacuzzi longer than ten (10) minutes.
- 8.5 Residents of Sierra Pointe Condominiums may use the swimming facility only. Each unit may have up to six (6) people total per unit at the swimming facility at one time. All guests and visitors to the pool or Jacuzzi must be accompanied by a resident at all times.
- 8.6 All residents, guests, visitors, etc., using the pool or Jacuzzi must wear appropriate swimwear. No cutoff jeans allowed.
- 8.7 Residents must shower before swimming. Do not use tanning lotions or body oils prior to entering the pool unless they are waterproof.
- 8.8 All individuals, whether children or adults, must be a **proficient** swimmer or must have proper supervision at all times due to safety concerns. Persons using the pool must have a picture ID with them at the pool for emergency identification purposes and in order to establish residency when necessary. Agents of the Sierra Pointe Homeowners Association are authorized to examine IDs of any person inside the pool enclosure at any time. Failure to comply with such Agent's requests may result in a warning notice, fine, and/or suspension of pool privileges.
- 8.9 No glass objects, bottles, glasses, etc., are allowed in the pool enclosure.
- 8.10 Radios, boom boxes, portable televisions, etc., are not permitted within the swimming facility at any time.
- 8.11 All trash must be placed within containers.
- 8.12 Pets are not permitted within the swimming facility or laundry rooms at any time.

- 8.13 Alcohol (or the consumption of alcohol) will not be allowed in the pool enclosure at any time. Any obnoxious, intoxicated, or otherwise unwelcome individuals will be banned from the swimming facility.
- 8.14 All individuals using the swimming facility must respect the presence of other residents.
- 8.15 The HOA management reserves the right to remove or deny pool access to any person violating the Rules and Regulations. Repeated violations can result in the indefinite suspension of pool privileges.
- 8.16 Firearms are not permitted in the Clubhouse or Pool area. This rule shall apply to both permitted concealed-carry and open-carry firearms.

9. Laundry Buildings

- 9.1 Sierra Pointe HOA has provided laundry buildings throughout the property for the use and convenience of each resident. It is the responsibility of each resident to leave the laundry areas clean after each use. These laundry areas are for the washing of domestic items only. Commercial usage is not permitted.
- 9.2 All machines should be operated according to the instructions posted within the facility. Inoperative machines or lost money should be reported by calling the telephone number listed in each facility.
- 9.3 During cold weather, the doors and windows to the laundry facilities must be kept closed to prevent the water lines from freezing.

Condominium Units

10. General Rules

- 10.1 No person (whether adult or child) shall be allowed to create any situation in which their actions and/or conduct become a disturbance or nuisance to other residents living within the complex. This includes but is not limited to, excessive noise, loud music, late-night parties, offensive cooking odors, etc. Household “noise” should be minimized after 10:00 PM. Each resident should exercise restraint and respect the quality of living for other residents and their families living above, below, or next to their own unit.
- 10.2 All alterations to the interior structure of condominium units require prior written approval from the Board of Directors and the HOA. The kitchen, bathroom, and electrical fixtures are not to be used for purposes other than those for which they were designed.
- 10.3 During periods of extreme cold, it is the responsibility of each resident to maintain a temperature within their unit sufficient to prevent the interior pipes from freezing. If any resident turns their thermostat to a low setting and leaves the unit unattended during periods of extreme cold, there is a risk of pipes freezing and causing substantial damage to their unit and possibly adjoining units. If such damage occurs, the owner of the unit, not the HOA, shall be liable for all damages and repairs.

- 10.4 Residents are responsible for proactive maintenance on all utilities (plumbing, electrical, etc.), which service their unit exclusively to ensure proper operation and avoid potential emergencies or damage.
- 10.5 It is the responsibility of all residents to exercise diligence in the conservation of utilities (water, electrical, etc.).
- 10.6 Residents must take care not to exceed the maximum amp usage intended for the installed breaker panel. If a breaker is flipped due to excessive amp usage, the resident will be charged the full cost of the electrician's trip to reset the breaker.

11. Waterbeds

- 11.1 Residents who place a waterbed within a condominium unit must carry insurance covering any and all possible damage growing out of the placement of a waterbed within the unit. Any property damage to the condominium unit or that of a neighbor will be the sole responsibility of the said owner. The HOA will not cover any damage due to waterbed usage.

12. Patios and Balconies

- 12.1 Patios and balconies may not be used for storage or waste, placement of trash bags, nor in any way detract from the overall appearance of the complex.
- 12.2 No resident shall sweep or throw dirt or allow any item to fall from their balcony to the unit below.
- 12.3 No flower boxes or other decorative items may be placed on the patio walls or balcony railings without prior written approval from the Board of Directors.
- 12.4 The use of outdoor grills on the patios and balconies is strictly PROHIBITED. No charcoal grills, smokers, propane grills, fire pits, or other devices involving open flame may be kept, stored, or operated on the premises.
- 12.5 Non-motorized bicycles may be stored on decks and patios, provided they are stored in an orderly manner and do not in any way detract from the overall appearance of the complex. Bicycles may not be hung from hooks attached to the building's exterior or leaned over the railings.
- 12.6 Residents are not permitted to store or keep flammable or toxic materials within their patio, balcony, or storage area, including but not limited to chemical cleaners, firewood, propane, or gasoline.
- 12.7 Clotheslines may be used to dry or air clothing provided that they are not attached to the building and are stored out of view of the common areas when not in use.
- 12.8 No outdoor awnings, blinds, shades, or screens shall be attached to, hung, or used in conjunction with any patio or balcony without the prior written approval of the Board of Directors of the HOA.

Miscellaneous Rules

13. Pets

- 13.1 Only up to two (2) pets total – dog(s) or cat(s) are allowed per condominium unit. Other household pets must comply with local and state laws concerning exotic pets and zoning areas.

Additional pets (those registered with the HOA with an approved Revocable Pet Variance) may be kept in the condominium unit, and the Revocable Pet Variance is valid for that pet only. Nevertheless, these homeowners and/or pet owners are subject to the following criteria:

- a) Homeowners must stay current on all assessments.
 - b) Homeowners must comply with the provisions of the Declaration of Covenants and the Bylaws and with all Rules or Regulations adopted by the HOA.
 - c) Pets must be registered with the HOA annually, and the following information must be on file:
 1. Current license, if applicable
 2. Current vaccinations
 3. Picture of pet(s)
 - d) No complaints have been received from two (2) or more neighbors in writing that the pet has become a nuisance.
 - e) The Revocable Pet Variance is valid for one (1) year and must be applied annually. It is the sole responsibility of the Homeowner to reapply and satisfy the criteria required for a Revocable Pet Variance. The HOA is not obligated to renew any pet variance.
- 13.2 A Revocable Pet Variance will be revoked or will not be renewed for the following reasons:
- a) The Homeowner is not current on all assessments.
 - b) A violation of any Rule, Regulation, Declaration, or Bylaws has been committed by a homeowner, as determined by the Board.
 - c) The pet is not licensed, if applicable.
 - d) Pet vaccinations are not current.
 - e) Statements received from two (2) or more neighbors in writing that the pet has become a nuisance.
- 13.3 If the Homeowner fails to meet the applicable criteria, such that their pet is subject to removal, they will receive a letter identifying the non-compliance. If the Homeowner pays in full, the Pet Variance will not be revoked. If, however, the Homeowner does not pay, they will have another timeline to remove the animal from the Sierra Pointe property. Non-compliance can result in fines, liens, and foreclosure of the Condominium Unit.

- 13.4 The management firm may, from time to time, request verification of the presence or lack thereof of any pets within the residence. If such a request is made, the resident shall be required to respond to the request in writing. Failure to respond within the given timeline will constitute a violation of these Rules and Regulations and may result in the assessment of fines.
- 13.5 Pets are not allowed in any common area unless on a leash accompanied by a resident.
- 13.6 Pets may not be left unattended on patios or balconies, whether chained or loose.
- 13.7 Residents shall not allow their pets to defecate in any common area, patio, or balcony. It is the responsibility of each resident to remove any waste left by his or her pet immediately.
- 13.8 Residents shall not allow their pets to damage any portion of the common areas. Expenses resulting from repairs to the common areas are the liability of the pet owner.
- 13.9 Pets that have become dangerous or create a disturbance to the other residents will be subject to removal via a vote by the HOA Board of Directors.

14. Soliciting, Notices, Signs, and Flags

- 14.1 Door-to-door soliciting of any form (sales, advertising, etc.) is strictly forbidden. No solicitation notices may be posted on vehicles parked within the Sierra Pointe complex. Residents are instructed to notify the management firm and/or the police immediately if approached by a solicitor so that the appropriate action may be taken.
- 14.2 Newsletters, letters, or notices from the HOA may be posted on the outside front door of the condominium units by a building representative or Agent acting on behalf of the HOA. Likewise, delivery notices or requests from utility representatives will also be permitted.
- 14.3 No signs shall be placed, erected, or permitted to remain in or on any unit, nor on the common areas. However, a maximum of two (2) signs, no more than five (5) square feet in size, advertising the sale or rent of a condominium unit may be displayed in the windows of the unit.
- 14.4 Only the American flag may be displayed, along with the installation of a bracket for the pole. Bracket installation must receive the prior written approval of the Board of Directors for installation location only. In accordance with flag etiquette, the flag is to be taken down at night. No other flags or banners are permitted.

15. Trash Collection

- 15.1 No resident shall place or store garbage bags, food wrappers, automobile parts, etc., in the common entry area or the patio/balcony of their condominium unit, nor shall such items be placed or stored in any common area of the complex.
- 15.2 All refuse must be placed within a sufficient container, sealed, and deposited into the appropriate disposal units located throughout the complex. Refuse may not be placed beside the disposal units.

- 15.3 Residents may not discard furniture, appliances, mattresses, etc., into the disposal units. These items fall outside of the waste management company's contract agreement and are billed to the HOA at an extra cost for removal. All residents must arrange for the removal of oversized items privately.
- 15.4 Fireplace ashes must be completely extinguished before placing into disposal units to avoid the risk of fire. Condominium owners are responsible for any damage to the common areas, personal property, etc., arising from fires within the disposal units.
- 15.5 Children are not permitted to play inside the disposal units.

16. Windows

All window-mounted type air conditioning units, whether mounted or not, are not permitted. Residents can use an in-room, portable, stand-up unit with venting that does not extend past the window screen. Window fans are permitted as long as they do not extend past the window screen.



- 16.1 Residents may not place window air conditioners, window fans, or any other type of device that protrudes from the windows or doors.
- 16.2 Window coverings that are visible from the exterior must not detract from the overall appearance of the complex in any way. Bed sheets, aluminum foil, cardboard, or trash bags are not permitted.
- 16.3 Broken windows must be repaired in a timely manner. Written approval of the Board of Directors of the HOA is required prior to the replacement of any broken window.
- 16.4 Window screens must be maintained in good condition. Window screens that are torn, bent, or otherwise damaged will constitute a violation of these Rules and Regulations and may result in the assessment of fines following a hearing if not promptly repaired.

17. Patio Storage Options

These are the two (2) pre-approved patio storage containers, both available at Lowe's Home Improvement (Suncast, item: BMS12505B around \$230); and (Suncast, item: BMS4781D around \$500). They are a resin material in these darker earth tone colors.

This unit is roughly 2'x2'x6' tall.



This unit is roughly 4'x4'x6'.

Adopted by unanimous vote of the Board of Directors of the Sierra Pointe Homeowners Association, Inc.