

RULES AND REGULATIONS

Original effective date: October 1, 1989

Amended: June 27, 1991

Amended: October 9, 1996

Amended: August 26, 1999

Amended: May 25, 2000

Amended: July 21, 2003

Sierra Pointe Homeowners Association

1.0 Homeowners Association Management

- 1.1 The Sierra Pointe Homeowners Association Board of Directors has appointed an agent (manager) 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 manager is authorized to take action within the standards of the complex.
- 1.2 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.

2.0 General Provisions

- 2.1 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 judgement 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.
- 2.2 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.
- 2.3 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 to define, limit or otherwise

describe the scope of these Rules and Regulations or the intent of any provision hereof.

- 2.4 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 to be a waiver of the right to do so after that.
- 2.5 The Association may exercise any and all rights and remedies independently. For example, the Association may impose a fine, and at the same or later time, take legal action against any violator.

3.0 Insurance

- 3.1 The comprehensive policy for the HOA does not cover the personal property or contents of the condominium units or liability arising out of guests on the premises. Likewise, the HOA is not responsible for damage to units caused by other residents of the complex.
- 3.2 Each resident should arrange for insurance coverage for all losses and risks arising out of the ownership/occupancy of the premises.

4.0 Fines

- 4.1 Fine consist of:
 - (a) The Board of Directors of the Association may impose fines, after notice and opportunity of a hearing is provided to the alleged violator, for any and all violations of the Rules and Regulations, Declaration and Bylaws of the HOA.
 - (b) Owners may be held responsible and liable for the actions of the occupants, family members, visitors and contractors coming to their unit. Compliance with the standards of the Sierra Pointe project is important to insure property values and quality of life.
- 4.2 In the event of any violation of the provisions of the Rules and Regulations, Declaration or Bylaws of the Association the following fines may be assessed by the Board of Directors, unless it determines that a greater or lesser fine is justified.
 - (a) First offense/violation: Written notice (warning letter) to the condominium unit owner.
 - (b) Second offense/violation: A \$50.00 fine will be assessed against the condominium unit owner.

- (c) Third and subsequent offense violation: \$125.00 fine will be assessed against the condominium unit owner.
- 4.3 Each day of the existence or occurrence of a violation of these Rules and Regulations, the Declaration, Articles of Incorporation or Bylaws of the Association will be considered to be a separate offense; and so will result in the assessment of separate fines giving rise to all rights and remedies available to the HOA.
- 4.4 In addition to fines, the Association may independently or simultaneously exercise all other rights and remedies available to it.

Common Areas

5.0 Grounds, Sidewalks and Building Exteriors

- 5.1 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.
- 5.2 No resident shall plant flowers, plants or shrubbery on the common areas without prior consent of the Board of Directors of the HOA. All plant containers used within view on the balconies and patios of the condominium units must be compatible with the exterior color of the building.
- 5.3 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.
- 5.4 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. See Resolution of Sierra Pointe HOA Antenna and Satellite Dish Installation Restrictions.
- 5.5 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.

- 5.6 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.
- 5.7 All personal items, except patio furniture and barbecue grills, belonging to residents (whether adult or child) must be stored inside the condominium units.

6.0 Driveways and Parking Areas

- 6.1 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.
- 6.2 VEHICLES PARKED IN FIRE LANES OR DISABLED PARKING AREAS WITHOUT APPROPRIATE PERMITS, ETC. ARE SUBJECT TO IMMEDIATE TOWING, WITHOUT ANY NOTICE TO THE OWNER.
- 6.3 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.
- 6.4 Operation of motorized vehicles, including motorcycles, ATVs, mopeds and scooters, is only permitted in the designated parking areas and streets of the complex. Except for vehicles used by authorized HOA contractors, motorized vehicles are not to be used or parked in the greenbelts, sidewalks, fire lanes, or patios.
- 6.5 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 expired registration, flat tires, etc. is subject to immediate removal at the expense of the owner.
- 6.6 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.
- 6.7 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 vehicle will also be billed at the owner's expense. Violations are also subject to a \$50.00 fine.

- 6.8 No Persons (whether adult or child) are allowed to play in the parking areas.
- 6.9 Major repair work on vehicles is not permitted within the complex. Oils or fluids spilled onto assigned parking spaces must be cleaned by the resident.

7.0 Clubhouse, Pool and Jacuzzi

- 7.1 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.
- 7.2 If you see lightning or hear thunder, leave the pool enclosure immediately.
- 7.3 For your own safety, it is advised not to remain in the Jacuzzi longer than ten (10) minutes. Pregnant women and toddlers age five (5) and under, should not swim/bathe in Jacuzzi due to health hazards.
- 7.4 The pool and Jacuzzi may be used by residents of Sierra Pointe Condominiums only. Residents may have two (2) guests 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.
- 7.5 All residents, guests, visitors, etc. using the pool or Jacuzzi must wear appropriate swimwear. No cut off jeans allowed.
- 7.6 Residents must shower before swimming. Do not use tanning lotions or body oils prior to entering the pool unless they are waterproof.
- 7.7 Children under the age of sixteen (16) 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 and age when necessary. Agents of the Sierra Pointe Homeowners Association are authorized to examine ID's 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.
- 7.8 No glass objects, bottles, glasses, etc. are allowed in the pool enclosure.

- 7.9 Radios, boom boxes, portable televisions, etc. are not permitted within the swimming facility at any time.
- 7.10 All trash must be placed within containers.
- 7.11 Pets are not permitted within the swimming facility or laundry rooms at any time.
- 7.12 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.
- 7.13 All individuals using the swimming facility must respect the presence of other residents.
- 7.14 The HOA management reserves the right to remove or deny access to the pool any person in violation of the Rules and Regulations. Repeated violations can result in the indefinite suspension of pool privileges.

8.0 Laundry Buildings

- 8.1 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 in a clean condition after each use. These laundry areas are for the washing of domestic items only. Commercial usage is not permitted.
- 8.2 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.
- 8.3 Unattended children are not allowed to play within the laundry facilities.
- 8.4 During cold weather, the doors and windows to the laundry facilities must be kept closed to prevent the water lines from freezing.

Condominium Units

9.0 General Rules

- 9.1 No person (whether adult or child) shall be allowed to create any situation in which their actions and/or conduct becomes 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 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.

- 9.2 Residents are responsible for any damage they cause to windows, building exteriors, and common areas including laundry buildings, landscaping and personal property of other residents.
- 9.3 Residents are not permitted to store or keep flammable or toxic materials within their patio, balcony or storage area.
- 9.4 All alterations to the interior structure of condominium units require the prior written approval of the Board of Directors and HOA. Kitchen, bathroom and electrical fixtures are not to be used for purposes other than those for which they were designed.
- 9.5 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.
- 9.6 It is the responsibility of all residents to exercise diligence in the conservation of utilities (water, electrical, etc.).

10.0 Leasing or Renting of Condominium Units

- 10.1 CONDOMINIUM UNITS SHALL BE LEASED, OCCUPIED, OR USED FOR RESIDENTIAL USE ONLY. Units shall not be leased for hotel, commercial or transient purposes.
- 10.2 No owner may lease or rent less than the entire condominium unit.
- 10.3 All leases must be in writing with a copy provided to the HOA, within ten (10) days after the execution of such lease.

- 10.4 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.
- 10.5 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.

11.0 Waterbeds

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

12.0 Patios and Balconies

- 12.1 Patios and balconies may not be used for storage, placement of trash bags, or clothes drying, 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. All residents shall affix flower boxes or any other item to ensure that they cannot fall or be blown from the patio walls or balcony railings.
- 12.3 The use of outdoor grills on the patios and balconies is permitted only if it does not constitute a fire hazard or disturb the other residents.
- 12.4 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.

Miscellaneous Rules

13.0 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 that are grandfathered (those registered with the HOA prior to June 2003, with an approved Revocable Pet Variance) may be kept in the condominium unit, and the Revocable Pet Variance is valid for the life of the grandfathered pet only. Nevertheless, these homeowners and/or pet owners are subject to the following criteria:

- (a) Homeowner must stay current on all assessments.
- (b) Homeowner 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)
- (e) No complaints received from two (2) or more neighbors in writing that the pet has become a nuisance.
- (f) The Revocable Pet Variance, if issued prior to June 2003, is valid for up to one (1) year and must be applied for annually with a renewal application fee of \$20.00, however, if a Courtyard Survey is necessary as part of the renewal, the Courtyard Survey fee shall be \$30.00. The Board will make the determination whether a Courtyard Survey is necessary as part of renewal. 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.

If any of the above criteria are not met, the Board may require removal of the pet from the homeowner's unit and from the project.

13.2 A Revocable Pet Variance will be revoked or will not be renewed for the following reasons:

- (a) 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) The renewal application fee of \$20.00 is not paid in full. (If Courtyard Survey is needed, as determined by the Board, a \$30.00 non-refundable Courtyard Survey fee will also apply and must also be paid in full).
- (f) 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 courtesy letter identifying the non-compliance and giving them ten (10) days within which to comply (late fees and interest still apply). If the Homeowner pays in full, Pet Variance will not be revoked. If however, the homeowner does not pay, they will have another ten (10) days to remove the animal from Sierra Pointe property. Non-compliance can result in fines, liens and foreclosure of Condominium Unit.

Once the Board of Directors has voted for the removal of an animal from Sierra Pointe property, the homeowner must comply within ten (10) days. Failure to comply by removing the animal will subject the homeowner to a fine of \$25.00 per day that the non-compliance continues. When such fines reach \$500.00, then foreclosure proceedings will ensue. In addition, the Association may independently and/or simultaneously exercise all other rights and remedies available to it.

- 13.4 Pets are not allowed in any common area unless on a leash accompanied by a resident. Pets may not be left unattended on patios or balconies, whether chained or loose.
- 13.5 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.
- 13.6 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.
- 13.7 Pets that have become dangerous or create a disturbance to the other residents will be subject to removal via vote by the HOA Board of Directors.

14.0 Soliciting, Notices and Signs

- 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 manager immediately if approached by a solicitor so that appropriate action may be taken.

- 14.2 Newsletters, letters or notices from the HOA may be posted on the outside front door to 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.

15.0 Trash Collection

- 15.1 No resident shall place or store garbage bags, food wrappers, automobile parts, etc. in the common entry area or patio/balcony to 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 extra cost for removal. All residents must arrange for removal of oversized items privately.
- 15.4 Fireplace or outdoor grill ashes must be completely extinguished before placing into disposal units to avoid 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.

16.0 Windows

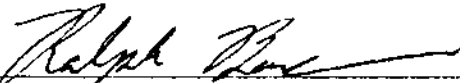
- 16.1 Residents may not place window air conditioners, window fans, or any other type of device that protrude from the windows or doors.

16.2 Window coverings that are visible from the exterior must not detract from the overall appearance of the complex in any way. Aluminum foil or trash bags are not permitted.

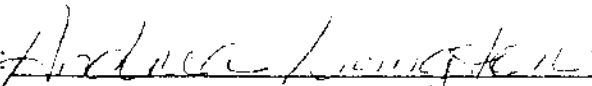
Adopted by resolution of the Board of the Directors of the Sierra Pointe Homeowners Association, Inc. at a meeting held on July 21, 2003, with the effective date of these Rules and Regulations to be October 1, 1986. These Rules and Regulations were amended June 27, 1991, October 9, 1996, August 26, 1999, May 25, 2000, and July 21, 2003.

PRESIDENT'S AND SECRETARY'S CERTIFICATION: The undersigned, respectively being the President and Secretary of the Sierra Pointe Condominium 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 July 21, 2003 and in witness thereof, the undersigned have subscribed their names.

SIERRA POINTE CONDOMINIUM
HOMEOWNERS ASSOCIATION
a Colorado non-profit corporation,

By: 
Ralph Beuc, President

ATTEST:

By: 
Andrea Livingston, Secretary