



LEGENDS at SANCTUARY POINTE HOMEOWNERS ASSOCIATION

COMMUNITY GUIDELINES

1. GENERAL PROVISIONS

1.1 The use of the community common area is available to all Members in good standing, their family members, and guests, subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of the Legends at Sanctuary Pointe Homeowners Association, Inc. (hereafter referred to as "the Declaration").

1.2 No illegal activity may be conducted upon or within any part of the Association's common areas.

1.3 Purchaser(s) understands that construction may not begin on their unit until electricity is energized within the subdivision and that there is a pre-determined sequence of construction phasing for the project. The construction timing of a particular home(s) will depend entirely on the number of pre sales, or sales activity in the subdivision in order to release the next series of buildings for construction.

1.4 During construction of the homes, there will be times where access to the Community will be limited. During these times, you may be required to use alternate routes.

1.5 The Builder determines the exterior color schemes for each plan elevation, which means the location and specific color of exterior colors and associated materials are pre-determined by the Builder for the body, trim, deck rails, and decking and associated colors such as stone and roof color. Since the exterior color schemes are pre-determined, the Purchaser is not allowed to select or make changes to the exterior color schemes. You are encouraged to inquire and familiarize yourself with the model elevation you have selected.

2. HOMEOWNERS ASSOCIATION MANAGEMENT

2.1 The HOA Board has contracted with a Community Management Company to manage the Community. This includes enforcement of the Community Guidelines, Declarations and Bylaws. The Management Company is authorized to take those actions necessary to ensure compliance of all Owners and Residents with the standards of the Community.

3. LEASING OF HOMES

3.1 Tenants must sign a statement that they understand and agree that their lease is subject to the Association's Articles of Incorporation, Bylaws, and Declaration of Covenants and Community Guidelines, that they have had an opportunity to read these documents, and that a violation of any provisions of these documents will constitute a breach of their lease. A copy of the statement must be provided to the Community Management Company.

4. ARCHITECTURAL CONTROL

4.1 Owner acknowledges and understand that due to variables in lot sizes or building footprints throughout the Community, the Builder will select the color schemes, landscaping, fencing material and fence location if a fence is installed for the Lot purchased. Due to these variables, the appearance and amount of landscaping installed as well as linear footage of fencing installed can vary from Lot to Lot.

Changes to home plans, exterior elevations, color schemes, landscaping, fencing material and fence location will not be permitted during the building of the home.

Builder will select the exterior color schemes and materials for the Home. Builder will determine building sequence and construction schedule for all homes

4.2 If an Owner does not request and receive prior written approval from the Architectural Control Committee (ACC) for improvements, alterations, etc. pursuant to Article 6.1 of the Covenants and/or Community Guidelines (Revised 10/2015). Paragraph 4, the Owner may be subject to an administrative charge or fee of not less than \$50.00. A hearing may be requested by an Owner, pursuant to Article 14 of the Declaration of Covenants. If the hearing is decided in the Owner's favor, any fee(s) will be waived. Owner may also request a mitigation hearing for ACC requests that have been disapproved.

4.3 Each Owner will be responsible for any damage to a building resulting from any attachments or installations to the outside of their Home, whether approved in advance by the Association or not, and shall be responsible for repairing the building to its original condition upon removal of the attachment or installations. Failure to make repairs will result in action by the Association to make the repairs and assess the costs to the owner, after appropriate notification through Article 14.

4.4 During periods of building maintenance (painting, re-roofing, etc.), it may be necessary to remove attached and installed items. 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 to the Owner by the Association. The Association will not be liable for any damages to items removed. Any assessment will be made under the provisions of Article 14.

4.5 The ACC and the Association allows up to 30 days for an approval/denial, the ACC will continue to expedite decisions whenever possible. Initial requests should be sent to the Community Manager. Include request form and description/picture with the request. Always retain a copy of your email(s) and submittals.

All Owners need to submit a request for any changes to the outside of their home and/or the common area around their home (examples include, but are not exclusive: exterior lighting changes, spotlights, solar shade installations, solar pathway/step lights, window well covers, patio gates). Once received, the request will be forwarded to the ACC who will review and approve or disapprove the request. It will then be forwarded back to the Community Manager who will email the Owner the decision of the ACC and also present the ACC decision to the Board for their review. Once that is accomplished, the Community Manager will write and mail a letter to the Owner for their records. If the Owner's request has been disapproved, refer to paragraph 4.1 above for action.

4.6 The following items do not require ACC approval:

- a. Plants, Hanging Baskets, Pots and Planters that are placed in entryway, patio, deck and on deck railings. Hanging planter hooks must be installed in patio ceiling or wood trim, hooks are not allowed in the stucco.
- b. In addition, some convenience or decorative items may be attached to the wood trim on the outside of a home but not affixed to the stucco. Examples of these items are: garage door keypads, garage door doorbell, peephole in front door, changing door hardware to levers in place of knobs, bird feeders, small plant hangers, seasonal decorations, and small outdoor thermometers.

4.7 Items that require approval include:

- a. Solar Pathway/Step Lights
 1. Submit request for approval to ACC with pictures and light fixture color.
 - a. There are a variety of sources for solar pathway lights.
 - b. The Association recommends spacing the lights approximately four (4) feet apart.
 - c. Pathway lights can only be solar, not wired/electric.
 - d. Since the lights will be in the common area, if approved, solar lights are the Owner's responsibility to maintain. The lights are to be kept in working order and neat in appearance; straight and aligned. The Association or Landscape Contractor is not responsible for any damage to solar lights placed in common areas.

- b. Items attached to Exterior Stucco, when a variance is approved.
 - 1. There should be no items attached to stucco walls. If an Owner wants to attach an item to the stucco, they need to request a variance from the Board. To receive the variance, the Owner needs to submit a request to the ACC detailing what is to be installed.
 - 2. If approved by the ACC/Board, there will be a record on file indicating that the Owner is responsible for any repairs and subsequent stucco issues. The Homeowner's Association is not responsible for repairing any stucco damage in the documented areas.
- c. Spotlights, Changes to Installed Exterior Lighting Fixtures
- d. Storm Doors – The following storm doors are suggested:
 - a. Anderson 2500 or 3000 series doors from Home Depot or Larson from Lowes. The door color is to be “bronze” and or “brown”.
 - b. If an Owner chooses to install one of these recommended doors, no ACC approval is required.
 - c. If an Owner wishes to select a different storm door or color, they must submit a request for approval.
- e. Window Well Grates and Covers – Some window well grates may have been installed by the Builder. Additional grates for uncovered windows are the responsibility of the Owner. Window well grates are to be metal painted to match the exterior body color of the home. If window well covers are added to the grates, the covers shall to be clear and made of Plexiglas, polycarbonate, or fiberglass and attached to the existing or added grates. Grates installed by Builder cannot be removed and replaced with covers. Window well covers cannot be installed without metal grates. All replaced grates or new window well covers require ACC approval.

If an Owner is uncertain about any item, they should submit a request using the ACC process (see Article 6.5) prior to installation. The Association is concerned about installations that are unsafe or placed on common areas. Other concerns are stated at 4.2 above and Article 6, Architectural Control.

By submitting a Design Improvement Request Form and receiving an approval, Owners will help preserve the quality of the Community and will have documentation in hand showing that a request has been approved by the ACC and Board of Directors.

For those Owners that have previously made exterior changes affecting the common area or the outside of their home prior to obtaining approval, you will need to submit a request for approval for your records and for those of the Association.

The Board of Directors reserves the right to request that a correction, removal, etc. be made to any exterior alteration if it feels that the change does not preserve the value of the Community.

5. DRIVEWAYS AND PARKING AREAS

5.1 Roads within the community are public streets; traffic shall not exceed a speed limit of 10 mph.

5.2 Parking of Vehicles. Following construction of a Dwelling Unit, no automobiles (primary or other), boats, trailers, motorcycles, campers (on or off supporting vehicles), tractors, commercial vehicles, mobile home, motor homes, any towed trailer unit or trucks shall be parked overnight on ANY street or within any Lot except on the driveway. **Parking on driveway is limited to a maximum of two (2) cars.** Only trucks having a 3/4 ton or less manufacturer's rated capacity, with or without bed toppers, and passenger vans for the private use of the residents of a Dwelling Unit as primary transportation on a day-to-day basis, shall not be considered trucks for purposes of the foregoing restrictions.

5.3 All vehicles, whether belonging to Owners, Tenants or Guests, shall comply with all governmental laws and regulations. Exhaust systems shall be properly functioning and sound emissions, whether from the vehicles engine or sound system, shall not exceed limits established by law. All vehicles associated with a Home and parked within the Community shall have current year state registration and license plates.

5.4 Boats, trailers, recreational vehicles (RV's) and commercial vehicles may be parked adjacent to the Home for limited periods of time for the purpose of loading or unloading or the use of equipment operating from such vehicle (commercial carpet cleaner, for example) for periods not to exceed eight (8) hours. Someone is to be available to immediately move the vehicle, if necessary. Vehicles requiring more than one parking space are not to be parked in the complex overnight.

5.5 Vehicles parked in the Community in violation of the Declaration of Covenants or these Community Guidelines shall be subject to immediate removal at the Owner's expense. In addition to the removal of the vehicle, or as an alternative remedy, the Association may impose fines against the offending Owner, after appropriate notification through Rule 19.

5.6 No Resident will perform mechanical or service work on vehicles in the Community except as can be done within the enclosed garage of the Home, screening the sight, sounds, and odors of such repairs. Such activity will be confined to repairs and service of the Residents' vehicles only.

6. PETS

6.1 Unless they are contained on the patio or by an invisible fence in a limited area next to the home (see Section 6.8) pets shall be restrained on a leash at all times when allowed outside of the Home.

6.2 Pets are not permitted to run unattended in the Community, nor may they be tied up in the Community.

6.3 Pet Owners must immediately clean up after their pet. Pet Owners should carry items appropriate for such cleanup (plastic bag, scoop, spray type water bottle). Pets should be taken to a different location each time to prevent turf damage.

6.4 Pet Owners are limited to a total of two (2) domesticated animals.

6.5 Any pet that is determined to be, in the sole opinion of the Association, an unreasonable nuisance to the community due to either noise or odor shall be subject to removal from the community.

6.6 Pet Owners are responsible for any damage that is caused by their pet(s), the repairs for which shall be made by the Association and assessed to the Owner, after notification per Article 14.

6.7 Patio areas when used to contain pets are to be kept clean. Please remove any pet waste (fecal matter) from the patio and properly dispose of prior to hosing off or cleaning of the patio.

6.8 Invisible fences with ACC approval can be installed in a limited area behind the home. Owners are responsible for any damage to the existing landscape that may occur during installation. Since the fence is being installed in common areas, Owners are responsible, for any damage that may occur, regardless of how the damage occurs, to the fence during routine maintenance of the common areas. Owners will be responsible for any pet related damage within the fenced area. Owners are not allowed to leave pets outside within the fence area when they are not home. Owners agree to indemnify the Declarant, Builder, Association and any Contractors working for the Declarant, Builder or Association for any claims made against the Declarant, Builder, Association or Contractors working for the Declarant, Builder or Association related to their invisible fence or pet(s). The Association at their sole discretion reserves the right to instruct the Owner at any time to remove the fence at their cost. If instructed by the Association, Owner agrees to remove the fence at their cost and with no delays.

7. PATIOS AND PORCHES

7.1 Patios may not be used as storage areas, nor in any way detract from the appearance of the building. Any storage box or container shall be out of sight of other residents and shall have a color compatible with the exterior of the building.

7.2 Residents shall not dry or air clothes on the patio areas or on lines or poles hung or attached to the building.

7.3 All Residents shall use care in securing items or fixtures kept on patio areas to ensure items are not blown from the patio.

8. TRASH COLLECTION AND REMOVAL

8.1 The Association has contracted with a trash removal company for the servicing of all homes in the community. The expense for this service is included in the monthly dues. Recycling is not included in this expense.

8.2 All refuse must be placed in a covered tote (provided by the trash company). All totes and recycle bins shall be stored inside the garage, except for the 24 hours beginning at 6:00 P.M. the night before pickup.

8.3 All additional refuse that does not fit into the provided containers shall be the sole responsibility of the Resident for removal and shall not be charged to the Association (i.e., furniture, appliances, carpet, etc.).

9. GROUNDS, SIDEWALKS AND COMMON AREAS

9.1 The original landscaping for the home will be installed by the Builder. The Builder will make no changes to the original landscape plan at time of contract or during construction unless those changes are made at the discretion of the Builder. Any landscape changes or improvements made after purchase will require approval by the Association. Owners or Residents are not allowed to plant any items in the Community Common Areas.

9.2 Sidewalks and entrances must not be obstructed.

9.3 No Owner or Occupant shall plant flowers, plants, gardens or shrubbery outside of their individual patio or entry, except for those which they have received prior written approval from the Association. Such plantings shall be placed so as to not impede the walkways or existing plantings and will be confined to the mulch or rock area immediately adjacent to their Home. The drainage patterns within the Community have been established to facilitate proper drainage from slopes and lot drainage to the streets within the Community. ANY INTERFERENCE with the drainage pattern, as initially constructed, can cause water to become entrapped within a lot and could cause structural

failure to improvements. Each Owner or Occupant shall not change or interfere with the established drainage pattern on their lot. The construction of curbs, patios, walks, and landscape amenities can block, alter or modify drainage patterns thereby requiring corrective measures to be taken to ensure proper water flow. Disturbances of constructed drainage courses could materially impact soil moisture content and negatively affect the structural integrity of the home.

9.4 Vehicular traffic across the lawns and landscaped areas is prohibited. The expense to repair areas due to repeated foot traffic or vehicle use shall be assessed to the Resident causing said damage, following application of the provisions of Article 14.

9.5 Because of the risk to underground sprinkler lines and wires, sharp objects are not to be inserted into any landscaped areas.

9.6 Common areas with exception of Open Space maintained by Triveiw Metro District are maintained by the Association, this includes all sodded areas, rock and mulch beds, shrubs, trees, irrigation systems, driveways, utility lines, stucco, roofs, patio ceilings, fascia and soffits. The streets are public and will be maintained by the Triveiw Metro District. As a benefit for the Community, The HOA under the direction of the HOA Board and with the permission of the Triveiw Metro District will perform snow removal. The guidelines for snow removal is detailed in Section 10.

10. SNOW REMOVAL

10.1 The Association shall contract with a Contractor to provide snow removal within the Community as follows:

- a. **Owners and Residents shall be responsible for snow removal on their property when snowfall accumulation is less than three (3") inches.**
- b. Within a reasonable time after the conclusion of a snow event when there is a total snow accumulation of more than Three (3") inches, the Contractor shall clear community sidewalks, individual driveways within Twelve (12") inches of the garage door(s) and individual sidewalks. Individual sidewalks will be cleared up to the front entry stoop. It is the Owners/Resident's responsibility to remove snow from front entry stoops and patios. Unless authorized by the Association, the Contractor will only remove snow One (1) time following a snow event.
- c. Streets within the Community are public streets. Although the streets are public, the Association, with the permission of the City, will provide limited snow removal for the streets. The streets shall be plowed one time at the end of a storm of a size to be determined by the Board. The plowing will consist of a one-time pass down the center of the street, the entire width of the street will not be plowed. The Contractor, subject to interference with parked vehicles within the Community shall complete the snow removal to the best of their ability.

- d. Dependent on the amount of snow received, the stockpiling of snow may be necessary, recognizing that locations for stockpiling are limited, the Contractor within reason shall try to stockpile the snow in an area that does not impede access to the community or homes.
- e. **Ice accumulation and removal: During the winter months, ice may accumulate from snow melt and/or roof runoff, especially, with north facing townhomes, driveways and sidewalks. The Association will reasonably have the snow removal Contractor inspect these areas and apply sand as needed. In addition, the Association will place in the appropriate areas containers with sand for the Owners and Residents to use to apply sand to the areas where ice is observed. Owners and Residents acknowledge that ice can form from time to time during the winter months, and will take reasonable steps to apply the sand provided by the Association to these areas in addition to the reasonable efforts of the Association and the Contractor to address these conditions. Owners and Residents acknowledge that icy conditions can exist and the removal of the ice may not occur due to low temperatures and thickness of the ice. Owners and Residents agree that they will contact the Association upon seeing icy conditions and apply sand to the area for their safety and the safety of others.**

11. SIGNAGE AND FLAGS

11.1 All signage shall be approved by the Architectural Control Committee (ACC) prior to installation or display for appropriateness, size and placement. Typical signage that is acceptable includes:

- a. For Sale signs shall be limited to: one (1) 18 inch by 24 inch (comparable to a standard size real estate sign) placed in a window or directly adjacent to front door steps. An open house sign may be placed in the common area provided it does not damage the common area or impede traffic. Open house signs must be removed at the conclusion of the open house.
- b. Small decals placed on windows or the exterior of the Home indicating a security system exists on the property.
- c. Seasonal wreaths may be displayed but must be changed as the seasons change. All holiday wreaths must be taken down no later than 30 days after the Holiday has passed.
- d. A name plate with the occupant's name by the entrance to the townhome, the name plate cannot be affixed to the stucco.
- e. Only the American flag and related American Military flags may be displayed along with the installation of a bracket for the pole. In accordance with flag etiquette, the flag is to be taken down at night unless it is lighted. Any such lighting must be pre-approved by the Association. No other flags or banners are permitted.

f. In an effort to be sensitive to neighborhood aesthetics, while granting an individual's opportunity to express and support their political candidate or issue, the Association shall permit political signage to be displayed based on the following standards.

- Time frame: Installed up to Forty - Five (45) days prior to the election and removed within seven (7) days after the election.
- Maximum size: 36" x 48", displayed in window of home or directly adjacent to front door steps. Political signs cannot be placed in common areas throughout the Community.
- Number of signs: Maximum of one (1) political sign per political office or ballot issue.

Political signage is defined as a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.

12. COMMUNITY SAFETY

12.1 In the interest of safety, the Association does not allow the use of skateboards, roller blades, etc. in or on the streets, driveways, sidewalks, or steps. All such items must be walked or carried out of the Community for use and are to be stored out of public view.

12.2 No motorized vehicles are to be left unattended with the motor running.

13. POTENTIAL FREEZING PIPES

13.1 During periods of extreme cold it is the responsibility of each Owner/Resident to maintain a temperature within their Home sufficient to prevent interior pipes from freezing. If the thermostat is set too low, there is a risk of water pipes freezing and causing damage to the Home and adjacent Homes. If such damage occurs, the Association shall not be liable.

14. MISCELLANEOUS

14.1 Residents shall not create any situation wherein their action or conduct, as determined by the Association, represents an unreasonable nuisance or disturbance to other Residents. This includes, but is not limited to noise, late night parties, offensive odors, etc.

14.2 Other than the rental of a Home for residential purposes, no Home shall be used for any business, manufacturing or commercial purpose. This rule is not intended to prohibit those business activities in which an individual has an office in their Home, but is

intended to prohibit activities which draw the general public to the Community. No Home shall be rented as a vacation rental.

14.3 The Association shall be responsible for common area lighting. All exterior lights installed by the Builder or Association shall be maintained by the Association, except that the individual Resident is responsible for replacing light bulbs as needed. Owners, after submission of plans and written approval of the Association, may install a light over their garage. The light must match the style of the Home's porch or entry light and be installed according to municipal electrical codes.

14.4 No patio or porch area shall be enclosed by means of screening or otherwise unless specifically approved by the Association.

14.5 Window air conditioners and fans, which protrude past the screen area of the window of a Home are prohibited. Window air conditioners and fans shall not be installed in windows that face a street.

14.6 Hot tubs pending ACC approval can be installed on patios.

14.7 No visible form of antenna, aerial, or wiring for the purpose of receiving or transmitting a signal shall be erected on the exterior of any Home, unless plans and specifications have been submitted in advance to the ACC/Board. Note: Where applicable, it is the preference of the Association that all satellite receivers be installed on a post adjacent to the home.

- a. The installations must be professionally installed in accordance with manufacturer's specifications and comply with applicable municipal codes.
- b. The installation must blend in with the surroundings (neutral colors to match surroundings, and wiring concealed as much as possible).
- c. Each owner shall be responsible for any damage to a building caused by the installed item and shall be responsible for repairing the damaged area to its original condition.
- d. Unless approved by the ACC/Board, installations are prohibited in the common areas.
- e. Installations should be in a location with the least visual impact on surrounding properties and where an acceptable signal can be obtained.

14.8 Owners are responsible for the maintenance of windows, screens and exterior doors, to include garage doors. When maintaining the doors, the stain or paint applied must match the finish applied when the home was built. The Association on Board approval, on a schedule determined by the Board, will perform painting of the exterior doors.

14.9 Holiday Lighting can be installed 30 days prior to the Holiday and must be removed within 30 days after the Holiday.

14.10 Short term occupancies and rentals of less than ninety (90) days, of Lots, including but not limited to transient, hotel, bed-and-breakfast or vacation-type rentals, are prohibited without prior written permission from the Association. Any of the uses set forth in the preceding sentence shall be prohibited on any Lot even if such use is determined to be a residential use. Upon the expiration of any lease of at least ninety (90) days, the Owner may thereafter extend that lease on a month-to-month basis. All leases shall be for the entire Lot without the subdivision of dwelling units for leasing purposes. Subleasing, meaning the leasing or rental of a leased Lot from the tenant under the lease to another person, is prohibited. See the Amendment of Declaration of Covenants, Conditions, Restrictions and Easements for Legends at Sanctuary Pointe for additional restrictions.

14.11 Prohibition of marijuana and Illicit Drug Distribution and Growing. Except for the growth of marijuana for personal use as permitted by Colorado law, no Owner or occupant of a Lot may utilize such Lot for the purpose of growing or distributing marijuana, medical marijuana, hash oil, or any other illicit drugs. This prohibition may further be clarified by the Board of Directors through rules and regulations. Owners will be responsible for any damage resulting from a violation of this restriction. Further, no Owner or occupant of a Lot may engage in any activity of practice which, in the sole discretion of the Board, is considered a threat to the health and/or safety of other Owners and residents within the Community Area, including but not limited to, boarding, creating conditions conducive to indoor fires, allowing Lots to fall into a state of disrepair to the point that rodents or other pests enter, or any other conditions which could cause damage or harm to other Lots in the Community Area.

15. INSURANCE

15.1 The Association's Master Insurance Policy does not cover the contents of the Home or liability within the Home. Each Owner/Resident shall arrange for insurance coverage for all losses and risks growing out of the ownership and/or occupancy of the Home. The Association also suggests that Residents include Special Assessment and Sewer Back Up Coverage in their individual policies.

15.2 Any and all insurance claims filed under the Association's Master Insurance Policy are to be filed through the Management Company

15.3 All damages resulting from the acts or omissions of the Owner or any other person in the complex with the permission of or under the authority of the Owner are the responsibility of the Owner and for which the Owner shall be liable. In cases where such damage is covered under the Association's insurance, the Owner shall be liable for the deductible and for subrogated claims by the Insurance Company. The Board shall determine whether the damage is the responsibility of the Owner, but the Owner may request a hearing before the Board for reconsideration of its determination.

16. DUES

16.1 Association dues are based upon an annual budget adopted by the Board. As stated in the recorded documents, dues will be billed quarterly. A late fee may be charged against Owners for any account that is not in compliance.

17. AMENDMENT

17.1 These Community Guidelines may be changed or added to by resolution of the Board.

18. PURPOSE AND CONSTRUCTION

18.1 These Community Guidelines are adopted pursuant to the Declaration and Bylaws and are intended to preserve the Community's appearance and value and to promote the health, safety, and welfare of its Residents. In no event shall these Rules and Regulations be construed to alter or amend any provision of the Declaration or Bylaws. In case of any conflict between these Community Guidelines and provisions of the Declaration or Bylaws, the provisions of the Declaration or Bylaws shall prevail.

19. PROCEDURE FOR VIOLATIONS

19.1 Complaints: Initial complaints of a violation of a specific rule or covenant must be Presented to the Associations Community Manager or Management Company in written form (including e-mail and fax) and said complaint shall include specific Information as to details of the alleged violation, including date, time and identification of the complaint. The Association, acting through its Board, the Architectural Control Committee or Management representative, shall verify the existence of the alleged violation, and in its discretion, determine whether or not the complaint shows cause for further proceedings.

19.2 1st Notice: If the Association determines that further proceedings are required, Management shall send notice of the alleged violation by regular mail to the Owner and all other known involved parties (Agent of Owner, Resident, and Tenant) stating the following information:

- a. Nature of the violation.
- b. Basis for the violation (specify applicable section).
- c. Action requested for remedy.
- d. Date by which remedy must be completed.

- e. Invitation to contact the Association if they believe they did not commit the violation.

19.3 2nd Notice: If the requested remedy has been met within a reasonable time (Not to exceed 14 days from the mailing of the first notice), no further action shall be taken. If the requested remedy has not been completed, a second notice of violation shall be sent to the Owner and all other known involved parties, again defining the conditions of the violation and the requested action(s) and date(s) for remedy. This notice shall be sent by regular mail and certified mail, return receipt requested, to any alleged violator, and to the Owner if they are not one and the same.

19.4 Further Action: If compliance has not been completed following the given compliance date of the second notice, Management shall report the actions taken to the Association for determination of further action, which may include, but not be limited to,

- a. Fines being assessed.
- b. Seeking advice from legal counsel.
- c. Taking legal action.
- f. Taking any other action the Association deems necessary to remedy the issue, and/or potential safety hazard.

19.5 3rd Notice: If the Association deems it necessary, a third notice will be sent out stating the action taken by the Association. This notice shall also state that a hearing will be provided upon request and that such a request must be received within fifteen days of the receipt of the notice. The notice shall include information regarding the violation which the Association deems appropriate. This notice shall be sent by certified mail, return receipt requested, to any alleged violator, and to the Owner if they are not one and the same.

19.6 Hearing: At any scheduled hearing, the Association may consider written or oral information produced by the alleged Violator or other interested Party. Any legal or statutory rule of evidence or procedure shall not apply to the hearing, and the Association may restrict testimony or proceed in any manner or order, which they deem appropriate, at their discretion. Generally, any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. The Board shall proceed with the hearing even if the alleged Violator fails to appear, refuses to participate, or elects to not submit further information. After hearing any information, witnesses, or review of documents presented at the hearing, the Association's decision shall be made by a majority vote of the Board (or Architectural Control Committee when appropriate) members present and a brief summary of the decision, any sanctions imposed, and the effective date of any decision or sanction shall

be sent by regular and certified mail to the alleged Violator and/or to the Owner, in accordance with the circumstances.

19.7 Fines Imposed: The Association is authorized to impose fines in amounts that the Association deems appropriate, provided said fines do not exceed the maximum fines set forth herein. Each incident or each day of a continuing violation shall be considered a separate violation for which any maximum fine may be imposed. Maximum fines are \$25.00 for the first violation, \$50.00 for the second violation, and \$100.00 for the third violation and subsequent violations of a particular rule, unless extenuating circumstances exist in the sole discretion of the Association. After a year without a new violation any new violations will be considered a first violation for that specific matter.

19.8 Responsibility: Owners shall be responsible for violations committed by their contractors, guests, family members and Tenants. The Association may proceed against both the Owner and the Agent or Tenant, simultaneously or separately, and actions against one shall not bar action against the other. The Association may contact the Police, any regulatory or licensing authorities or other third parties regarding the alleged violation, but any action or decision by those parties shall not bar the Association from proceeding.

19.9 Obligations: Any fine shall be both a personal obligation of the Owner or the Violator, or both, and shall also be an assessment creating a lien, which may be recorded against the Home and may be foreclosed as provided in the Covenants. The Association may notify any lender and/or credit agency of such obligation and lien. Additionally, the Association may bring legal action to enforce the violated provision and to recover the fines. Any violation shall entitle the Association to recover from the Owner or Violator or both, its reasonable attorney's fees, court costs, interest, other costs related to the violation, and any other collection expenses, regardless of whether litigation is instituted or is successfully concluded.

19.10 Effectiveness: Notice of other compliance with this Rule shall not invalidate the proceedings or any fine or sanction imposed. This Rule shall be liberally construed to accomplish prompt, effective enforcement of the Association's Declaration, Articles of Incorporation, Bylaws, and Community Guidelines.

20. EFFECTIVE DATE

20.1 These Community Guidelines are a Governing Document adopted by Board of Directors for the Legends at Sanctuary Pointe Homeowners Association on January 1, 2018.

These Guidelines shall apply to any violations occurring after the date of their adoption. The Board shall mail or hand deliver, at its choice, a copy of these Guidelines to each Owner.

ACKNOWLEDGEMENT. Owner/Purchaser certifies that he/she has read and fully understands each and every part of these Legends at Sanctuary Pointe Community Guidelines and agrees that these Guidelines are binding upon their Home.

PURCHASER

PURCHASER

ADDRESS

DATE