

# **SANDPOINTE TOWNHOUSES OWNERS ASSOCIATION, INC. RULES AND REGULATIONS**

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Signs)

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## **SANDPOINTE TOWNHOUSES OWNERS ASSOCIATION, INC. RULES AND REGULATIONS**

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## **INTRODUCTION**

These rules and regulations have been promulgated in accordance with the provisions of the Declaration. They have been designed by the residents to make living in Sandpointe Townhouses pleasant and comfortable.

In living together, all of us have not only certain rights but also certain obligations to other owners and residents. The need for rules and regulations arises when we are inconsiderate of the rights of others. We must realize that the limitations we impose upon ourselves are for our mutual benefit and the good of the community.

After careful deliberation by the Board of Directors, these Rules & Regulations have been revised and established, and we ask for your cooperation.

## **DEFINITION OF DOCUMENT TERMS**

**"ASSOCIATION"** means Sandpointe Townhouses Owners Association, Inc., not for profit, organized pursuant to Chapter 720, Florida Statutes, and its successors and assigns.

**"BOARD OF DIRECTORS"** means the Board of Directors of the Association.

**"PROPERTIES"** means the property generally identified as the Sandpointe Townhouse community, and that which is subject to the authority of Sandpointe Townhouses Owners Association, Inc., according to the governing documents of the Association as recorded in the Public Records of Orange County, Florida.

**"OWNER"** means the record owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the property, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

**"LOT"** means any plot of land shown upon any recorded subdivision map or plat of the Properties, together with all improvements thereon, with the exception of those portions of the land designated as "common areas."

**"COMMON AREAS"** means properties owned by the Association and maintained by the Association for the common use of all owners or their tenants.

## **ENFORCEMENT OF RULES & REGULATIONS**

Under the terms of the Declaration and Section 720.305, Florida Statutes, the Board of Directors or any owner may institute legal proceedings to enforce these Rules and Regulations and the provisions of the Declaration, and the party enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorney's fees and recoverable court costs.

As responsible owners and residents, we should try to resolve differences of rules infractions on a neighbor-to-neighbor basis. When infractions of our rules are also prohibited by Orange County Civil Ordinances, the owner or resident may call on civil authorities for assistance. The Orange County Sheriff's non-emergency phone number is 407-836-HELP (4357). The emergency number is 911. Examples are ordinances pertaining to noise and animal control, violations of which can result in penalties being imposed by civil authorities. Code violations can be reported at 311 or 407-836-8111

Where the interaction between neighbors or the use of civil authorities is not feasible, then an owner or resident may submit a written complaint of the Rules infraction to Association Management for action.

Complaints submitted to Management must be in writing stating the circumstances, names, and addresses of persons involved, date(s), and time(s), and must be signed and include the address of the person submitting the complaint. Appropriate action will be taken by Management as an enforcement agent of the Board of Directors. No action will be taken in response to anonymous letters.

If the scope of the Rule infraction exceeds the enforcement authority delegated to Management by the Board of Directors, the Board will take action to resolve the complaint with the assistance of legal counsel, if necessary, and the costs thereof may be charged against the owner found by the Board to be at fault.

Failure to comply with these Rules and Regulations will result in any or all of the following actions by the Board of Directors or Management acting on their behalf:

- Warning letter.
- Final demand for compliance letter (sent certified mail, return receipt requested).

- Demand for compliance letter issued by Association's attorney; all legal fees incurred will be assessed against the unit as a lien as well as against the homeowner(s) as a personal liability; if not promptly paid, the unit and homeowner(s) are subject to collection and /or lien foreclosure proceedings.
- Association may engage contractor(s) to perform needed maintenance on a lot or unit and thereafter impress a lien against the lot in question to collect all sums incurred (via foreclosure, if necessary).
- Litigation to compel enforcement should the attorney demand letter not secure voluntary compliance (with all reasonable attorney's fees and costs of court recoverable by the prevailing party; should the
- Association prevails in such litigation; all reasonable attorney's fees and costs of the court shall become a lien against the unit in question and subject to collection by foreclosure).

**The Homeowner Is Responsible For Violations By Their Tenants, Family, Guests, and Employees.**

**GENERAL INFORMATION**

**ASSOCIATION ADDRESS**

Sandpointe Townhouses Owners Association,  
Inc. 8010 Breeze Cove Lane  
Orlando, Florida 32819  
Telephone Number: (407) 351-1308  
Fax Number: (407) 351-4310  
E-Mail: [office@stoaf.com](mailto:office@stoaf.com)  
Website: [www.stoaf.com](http://www.stoaf.com)

**AUTOMATED PAYMENT SERVICE**

Arrangements have been made for you to automate the payment of your monthly maintenance fee. For details, see Maintenance and Assessment Fees.

## **BOARD OF DIRECTORS MEETING**

The meetings are held at the Clubhouse on the 3rd Wednesday of each month at 7:00 PM, or as directed by the Board of Directors with 48 hours posted notice to the members of the Association. Signs will be posted at the entrance gates.

## **BULLETIN BOXES**

Please check the Bulletin Boxes located near your mailbox for notices, events, newsletters, and any other communication.

## **COMMITTEE MEMBERSHIP**

The following committee(s) are active in the community:

- Architectural Review Committee
- Special Committee(s) are appointed by the Board.

All committees will consist of no more than five (5) members and will have no person who serves on more than one (1) committee. If a vacancy arises and cannot be filled, then a person can serve on two (2) committees until a replacement can be found. All committees will meet. Contact the Sandpointe Manager if you would like to join or organize a committee.

## **MAINTENANCE AND ASSESSMENT FEES**

Send your payment, **along with your coupon.**

to: BB&T Association Services

PO BOX 628207

ORLANDO, FL. 32862-8207

***\*\*\*please note\*\*\****

If you do not include your coupon with your payment, your payment may not be credited to your account promptly.

All Homeowner Association assessments are due and payable on the first of each month and past due after the 5<sup>th</sup>. You will not receive billing statements from the Association. Homeowner assessments not received by the 5<sup>th</sup> will be considered delinquent and are subject to a late/administrative fee of \$25, plus interest at the rate of twelve percent (12%) per annum.

### **AUTOMATED CLEARING HOUSE (ACH) Program**

The Association has established an ACH Program which enables the monthly assessment to be automatically deducted from the resident's bank account and credited to the Association account. There is **NO CHARGE** to the Association member for this service, and it saves you the cost of postage and possible delinquent charges. ACH forms are available at the clubhouse and in your BB&T coupon book.

### **TRANSFER FEES**

Upon the sale or rental of each unit, there is a transfer fee of \$150.00, payable to the association. This fee is charged to cover the paperwork and the cost of one (1) complete set of the association's documents, which includes the **ARTICLES OF INCORPORATION, BYLAWS, AND THE RULES AND REGULATIONS.**

### **ESTOPPEL LETTER FEES**

All estoppel requests carry a \$250 fee. Additional \$150 if you are delinquent. Additional \$100 for rush.

### **MANAGER**

Sandpointe Community Association  
Manager 8010 Breeze Cove Lane  
Orlando, Florida 32819  
Office: 407-351-1308  
Fax: 407-351-4310



Email: [office@stoaf.com](mailto:office@stoaf.com)

Website: [www.stoaf.com](http://www.stoaf.com)

## **NEWS ITEMS**

If you have a news item that you would like to include in our Sandpointe Newsletter, please leave it at the office for the Manager.

## **OBLIGATIONS AND RESPONSIBILITIES**

Owners, Residents, and Guests shall not conduct or permit any activity which is in violation of any provision of these Rules and Regulations, the Declaration, or any ordinance, law, or statute of any governmental body having jurisdiction over the Properties.

Each owner and resident is responsible for the conduct of his/her Guests, Tenants, Family Members, or any Persons residing in or visiting his/her home or the Property. Any violation by them of these Rules and Regulations shall be deemed a breach by the owner, whether or not such owner is in fact in residence at the time.

## **SOLICITATION**

Appropriate notification that Sandpointe Townhouses is private property and that uninvited door-to-door solicitation is prohibited appear at each entrance to Sandpointe. The cooperation of owners and residents is requested in discouraging such actions. Owners and residents have the right to ask uninvited door-to-door solicitors to leave Sandpointe Townhouses and, if necessary, to ask the Orange County Sheriff for assistance in their removal. Call Sheriff's office at 407-886-HELP (4357)

## **WORK ACTION FORMS**

When an association member observes the need for repair or maintenance of association common property, a work action form should be completed

and given to the manager for action. The forms are available at the clubhouse.

## **SECTION I - GENERAL RULES**

### **APPEARANCE**

#### **Permitted items with the following restrictions:**

- Garden hoses- properly placed in a storage container designed for garden hoses and out of direct view from the driveway.
- Bicycles-stored inside out of view when not in use.
- Barbeque grills stored in the garage when not in use, may be used and stored in the front patio, if used in the driveway or back door area the grill may: 1) never be stowed outside 2) immediately put away and out of sight when not in use.
- Toys must be stored inside, out of view, when not in use. Do not leave items in the driveway or yards.
- Sports equipment, including basketball hoops, exercise mats, netting, must be stored inside out of view when not in use; equipment may not be left outside when not in use, including overnight. Any equipment must remain in the resident driveway, and use on common areas or in the roadways is prohibited.
- Potted plants must be in clay or ceramic pot and must be maintained and discarded or removed if empty or dead. There is a maximum of five (5) pots allowed, and they must be placed in the area from the sidewalk towards the outer wall of the homeowner's/renter's home. No pots may be placed in the driveway.
- Supplemental exterior lighting (landscape lighting): Lights should be complementary to the building, in working order, and remain in the plant beds or used for footpath lighting. This includes lights on trees etc. Rope lighting on trees or bushes is prohibited. Walkway lights are to be placed along the resident's sidewalk and are not to be placed along the driveway.

- One (1) small yard flag is permitted, only placed in much between sidewalk and home.
- Lawn furniture only while in use and must be stowed immediately when not in use.

**Prohibited items:**

- Tiki torches, no open flames of any kind.
- Hanging plants are not allowed outside of the gate area.
- No hanging plants, plant hooks, or other hangers, etc. are to be attached to the front, back, or side of a unit (including walls, soffits, doors, outer gate doors, or iron walls).
- Landscape borders are not allowed.
- Fences, no fencing allowed.
- Benches, no benches allowed.
- Appliances, no outside storage of appliances at any time (including visibility from the road if in the courtyard).
- Decorative wall hangings are not permitted on any part of the outer building.
- Garage doors ornamentation, ie, magnets hinges, etc., is prohibited.
- Yard ornaments (yard stakes, sundials, wind spinners, figurines, fountains, suncatcher, gazing balls, etc.) are prohibited.
- Shepard hooks or other plant holder stakes or brackets are prohibited.
- Artificial plants are prohibited.
- Coach light decorations are prohibited.

**ASSOCIATION EMPLOYEES/SERVICE COMPANIES UNDER CONTRACT TO SANDPOINTE**

- No owner, resident, or guest shall, under any circumstances, attempt to direct the work of or reprimand any employee of the Association or any other party working under the supervision of Management, nor shall they engage such employee or another party in conversation with respect to the quality or scope of their work.

- Any and all criticism of the Association's employees shall be made in writing and signed and addressed to the Community Manager of the Association, except criticism of the Community Manager, which shall be directed to the President of the Board of Directors. Anonymous letters will be ignored.
- No owner, resident, or guest shall request that any Association employee perform personal services during such employee's regular duty hours.

## **CONDUCT OF BUSINESS**

Discreet business activity may be conducted in a home as long as it's not detectable from the outside by sight, sound, or smell. Examples of allowed activity: phone sales, computer linked to a home office. Examples of prohibited activities: taxi/limo service, car sales, child-care, catering, lawn service, or any business where customers/employees come to the home.

## **GARAGE SALES**

Garage sales at residents' homes are prohibited except for Association sponsored garage sales, which are held periodically.

## **TRASH DISPOSAL**

- Trash is collected weekly, except for major holidays. Visit the Orange County website for the curbside collection schedule. <http://ocarcims.ocfl.net/>
- Trash must be placed in county-approved collection containers. The current collection day for trash and recycling is Wednesday. The current collection day for yard waste and bulk pickup is Thursday. Trash containers or yard waste bags should be placed on the resident's driveway and not on the grass by 6:00 a.m. on your collection day.
- Do not place trash containers, yard waste, or bulk pick items outside before 3:45 p.m. the night before the scheduled pick-up. Empty

containers and uncollected refuse should be removed and put out of sight as soon as possible on collection days.

## **NOISE**

- No owner, resident, or guest shall create any noise of such volume or duration that it will disturb others. Be considerate of your neighbor.
- No owner, resident, or guest shall operate any sound-producing device or instrument between 10:00 P.M. and 8:00 A.M. above conversational loudness since the sound may carry into adjacent homes. Call the Sheriff's Department at 407-836-HELP (4357).

## **PETS**

- No owner, resident, or guest shall permit, either willfully or through a failure to exercise due care and control, his/her animal to defecate within Sandpointe unless such person shall promptly remove and dispose of the excrement in a sanitary manner via a plastic bag deposited in the owner's trash can or within the receptacle provided by the Association.
- Pets are never permitted in the clubhouse, pool, patio, or recreational facilities unless an assistance animal is supporting a resident with a bona fide disability.
- All animals and pets are to be kept on a leash within the common areas of the Association and shall not be left unattended outdoors at any time.
- No owner or resident may keep, maintain, or bring more than two (2) domestic pets onto the property within SANDPOINTE.
- All dogs brought on to the property may not exceed twenty-eight (28) inches at final growth height (measured from the ground level to the pet's shoulder) unless an assistance animal servicing a resident with a bona fide disability.
- Please report all nuisance pets to Animal Control at 407-356-3111 or 311.

- The following breeds of dogs may not reside or visit at any time in the community of Sandpointe, regardless of their size: Akita (Japanese), American Staffordshire Terrier, American Pit Bull Terrier, Chow Chow, Doberman, German Shepherd and Rottweiler. Or any mixed breed containing any of those listed. (Unless an assistance animal is servicing a resident with a bona fide disability).
- No owner or resident shall be permitted to have any pet that causes or creates a nuisance within the community. The Board of Directors shall have the power to require the removal of offending pets from the property within ten (10) days of the notice sent by the Board of directors by certified mail, return receipt requested, directed to the owner or resident of the townhouse where such nuisance pet is kept or maintained.

## **SECTION II - CLUBHOUSE FACILITIES, RECREATION AREA, and SECURITY GATES.**

All persons using recreation center facilities, including clubhouse, swimming pool, exercise room, tennis courts, bocce ball court, and other facilities, do so at their own risk.

### **CLUBHOUSE**

- Use of Recreation Center Clubhouse for Association sponsored social activities:
  - For Association sponsored social activities, alcoholic beverages will be permitted in the clubhouse, kitchen, and any outside area so designated. No food or glass containers are permitted beyond the red line in the pool area.
  - The Board may approve and charge a fee for participation in activities such as, but not limited to, the following: catered dinner parties, dances with entertainment, flea market/garage sale/craft show with refreshments, etc., that are outside of the normally

budgeted functions. This money will be used to cover the costs involved, and any profit will be used to purchase needed items in the clubhouse.

- Fee for renting out the clubhouse
- \$200 rental fee
- \$300 deposit

## **ENFORCEMENT OF RECREATION CENTER RULES AND REGULATIONS**

- The Board of Directors of the Association has directed the community manager to have all staff employees of the Association enforce all Rules and Regulations governing the use of the clubhouse facility and recreation areas, and the conduct of the people using these facilities; and the Board asks for the cooperation of all members of the Association in honoring that delegation of enforcement authority.
- Violations of rules by a homeowner, resident, or guest will result in the violator being asked to leave the facilities. Such action will be reviewed for possible suspension of an owner or resident and his/her household from the use of the facilities for up to 60 days and other appropriate measures.
- If an owner or resident notices a rule infraction, that person may ask the offender to observe the Rules and Regulations. If the offender refuses to cooperate, the owner or resident should bring the infraction to the attention of a staff employee and request that the Rules and Regulations be enforced.

## **EXERCISE ROOM**

- All persons using the exercise equipment do so at their own risk.
- All equipment must be used with care.
- An owner or resident will be required to pay for any damage caused by the abusive or negligent use of the equipment by themselves, and by any member of their household or any of their guests.

- Children under sixteen (16) years of age are not allowed to use the exercise equipment unless under direct parental supervision at all times.
- The exercise room is under camera surveillance.

### **HOURS OF OPERATION OF POOL AND CLUBHOUSE**

Set by the Board of Directors and posted on the bulletin board in the clubhouse and at the pool entrances.

### **TENNIS COURTS**

- Users of the tennis courts are expected to demonstrate proper tennis etiquette so as not to interfere with play on the adjoining court.
- Tennis courts are available only for the use of owners, residents, and their guests. Guests are limited to three (3) per homeowner. The group of four (4) total may not use more than one (1) court at a time.
- Skates, skateboards, bicycles, roller blades, scooters, and shoes other than soft-soled are not allowed on the court surface at any time.
- No pets are allowed on the tennis court surface at any time.

### **SWIMMING POOL**

Use of the swimming pool is subject to the following general rules in addition to the rules, which are posted at the pool.

- Use pool at your own risk. There is no lifeguard on duty at the pool at any time.
- Minors under age thirteen (13) are not permitted in the swimming pool unless accompanied and supervised by an adult. After 8:00 PM, all minors under age eighteen (18) must be supervised by an ADULT RESIDENT.
- Shower before entering the pool.'
- Rinse off suntan oil before entering the pool.



- Bicycles, scooters, skates, skateboards, and roller blades are not allowed at any time in the pool area.
- Horseplay, climbing the fence, throwing, running, roughhousing, and any other activity that could be considered dangerous or a safety or health risk to others will not be permitted.
- No glass containers are allowed in the pool area.
- No pets are allowed in the pool area.
- No nude sunbathing.
- Standard swimwear only, no cut-offs or streetwear.
- Diapered children are not permitted in the pool.
- No partying in the pool area.
- No food or beverage is allowed in the swimming pool.
- All cans, papers, debris, and any other trash should be disposed of by the owner, resident, or guest.
- No oversized floats, inner tubes, rafts, or other large floatation devices are allowed in the pool. Small assistive devices are allowed, such as pool noodles, water wings, etc.
- Two (2) or more persons should be present before the pool is used.
- All residents entitled to use the pool will have their own key card. For your own protection, you must not open the pool gate for anyone other than members of your own family. Key cards shall be deactivated for any homeowners/residents who are delinquent in the payment of any assessment.
- The pool will immediately close due to adverse weather such as thunder, lightning, severe rain, hurricane, tropical storm, or any dangerous weather system.
- Any violation of the above rules may result in loss of your pool privileges, in accordance with Section 720.305(2), Florida Statutes.

### **BOCCE BALL COURT**

- Users of the bocce ball court are expected to demonstrate proper bocce ball etiquette.

- The bocce ball court is available only for the use of owners, residents, and their guests.
- Skates, skateboards, bicycles, roller blades, scooters, children's toys, and shoes other than soft-soled are not allowed on the bocce ball court at any time.
- No pets are allowed on the bocce ball court surface at any time.

## **SECURITY GATES**

- Residents may obtain, change, or update gate codes through the community office.
- Pedestrian gate access code is available in the community office.
- All owners in good standing shall have the ability to receive/purchase security gate RFID stickers. Gate stickers shall be deactivated for any homeowners/residents who are delinquent in the payment of any assessment.

## **SECTION III - COMMON AREAS**

Common areas include streets, paved parking areas, driveways, sidewalks, and landscaped areas within Sandpointe Community and maintained by the Association.

### **PROHIBITED ACTIVITIES**

- Parking of service or resident vehicles on common landscaped or lawn areas.
- There shall be no maintenance work, repair, service, or restoration performed on any motor vehicle or apparatus on or adjacent to any driveways or common areas in the properties.
- Throwing of trash or litter on the Common Areas or dog waste containers.
- Use of fireworks.

- Leaving or feeding food for local wildlife is prohibited (including squirrels, birds, and other animals). This is not safe for the wildlife or domestic animals, and encourages a pest problem, including mice, rats, or other vermin.

## **RIGHTS**

A non-resident owner who rents his/her residence relinquishes all rights to the use of the common areas, including recreational facilities, in favor of his/her tenant and may not use the facilities for the period the residence remains rented.

## **SECTION IV - TRAFFIC &**

### **PARKING CENTER ISLANDS**

Traffic must always stay on the right-hand side of the center islands.

### **PARKING - GENERAL RULES**

- Service vehicles responding to owner and resident service calls may, with the owner or resident's permission, park in his/her driveway. If driveway space is not available, service vehicles may park on the streets. Service vehicles, however, may only park within the community for the length of time required to complete the service. All service vehicles within the community must be appropriately marked.
- No vehicle may be parked in the driveway in a manner, which causes the vehicle to extend onto the sidewalk or the street.
- On-street parking or parking on common grassed areas is strictly prohibited.
- All vehicles shall have current license plates. Expired license plates, wrecked, or junked vehicles shall not be parked, stored or located on any lot or common area. Parking violations could result in the towing of the offending vehicles at the vehicle owner's sole expense.

## **PARKING – GUESTS**

- Guests may park in their host's garage or in his/her driveway if space is available.
- Guests may park in those common parking spaces so designated throughout the Community.
- The owners or residents can notify the Sheriff at 407-836-HELP (4357) or Central Control at 407-836-3111 concerning illegally parked vehicles.

## **PARKING - HOMEOWNERS/RESIDENTS**

- Owners and residents may, in addition to parking in their garages, park the following types of vehicles in their driveways: passenger automobiles, motorcycles, non-commercial trucks, or vans with two single axles.
- Commercial vehicles (vehicles with permanent signs - including wrapped signage or decals advertising businesses, ladder racks, pipe racks, multi-tool boxes, or otherwise evidently used for commercial purposes) may not be parked overnight in driveways or common areas under any circumstances.

## **PARKING - RECREATIONAL VEHICLES (RVs), BOATS, TRUCKS, AND TRAILERS**

- Parking of RVs, boats and all trailers or any vehicle in excess of two single axles is expressly prohibited, except in the garage of each lot, concealed from view.
- Parking of visiting RVs will be allowed in the driveway of the host. Prior authorization should be obtained from the Association Manager in the office.
- Parking violations could result in the towing of the offending vehicles at the vehicle owner's sole expense.

## **SPEED LIMIT**

The maximum speed limit is 20 MPH on all Association streets.

## **STOP SIGNS**

Stop signs will be rigidly enforced.

## **SECTION V - ARCHITECTURAL CONTROL**

No alteration is to be made to the exterior of the townhouse unit or to the lot without the advance written approval of the Architectural Review Committee.

Architectural Control Restrictions are found in Section V, Pages 18-22 of the Declaration Of Covenants, Conditions, and Restrictions for Sandpoint Townhouses Association, Inc.

## **GUIDELINES FOR DRIVEWAY REPLACEMENT/EXPANSION**

- **Tile Roof: 2 car garage** (either end unit or middle 2 car garage units)
  - Approve to expand driveway to outer edge of column/pillar on each side.
  
- **Tile Roof: 1 car garage**
  - Approve to expand driveway to inner edge of column/pillar on each side.
  
- **Shingle Roof: 2 car garage**
  - Approve to expand driveway to outer edge of column/pillar on walkway side only.
  
- **Shingle Roof: 1 car garage**

- Approve to expand driveway to outer edge of column/pillar on walkway side only.

- **Paver Colors:** Adobe, Harvest Gold, Titanium
- **Paver Size and Layout:** 6x6, 6x10. “T” Pattern

(Not all buildings were built the same so some restrictions may apply. Requests must include drawing with measurements to be confirmed by association prior to final ARC approval.)

## **GUIDELINES FOR BACK OF HOME PAVERS FOR EROSION PREVENTION**

- The addition of pavers is intended for the sole purpose of preventing erosion under and near the back of home structure. Area is not to be used for storage or as a patio. All rules and regulations still apply.
- Only professionally installed commercial grade pavers consistent with those used in the current driveway standards are to be used.
- This can extend out no more than 48 inches from the back of the wall staying within the owner’s structure boundaries.

(Not all buildings were built the same so some restrictions may apply. Requests must include drawing with measurements to be confirmed by association prior to final ARC approval.)

## **FOR SALE/LEASE ADVERTISING SIGN REGULATIONS**

- The advertising sign for the property for sale or rent shall be uniform and approved by the Association and shall not be more than five square feet in size, including any signs attached thereto.
- The maximum height of the sign as measured from the ground level to the topmost part of the sign, including the supporting structure, shall not exceed four feet in height.
- The sign shall be the step-in type with a maximum anchoring point ground penetration of eight inches.

- The sign shall not be placed on the lawn but must be placed within the limits of the mulched area.
- There shall be only one sign per property lot.
- Post signs of any kind are prohibited.
- FOR SALE signs that have a SOLD sign attached to them shall be removed no later than fourteen (14) days after the SOLD sign is placed on them.

## **SECURITY SIGNS**

One security sign may be placed on each lot, provided the sign is no larger than 72 square inches. The sign must be placed in the plant bed between the unit's courtyard gate and garage door, no more than one (1) foot from the wall. Homemade signs are prohibited.

## **FLAG REGULATIONS**

- Flags displayed are not to be larger than 3 feet by 5 feet and may be the American Flag, Florida state flag, seasonal flags and/or alma mater flags for sporting events.
- When a flag is so worn, faded, or tattered, it is no longer fit to serve as a symbol of our country, it should be properly destroyed.
- Flags and poles are to be removable from any permanently attached bracket.
- Mounting brackets attached to the structure are to be located on the wood fascia board, above the house numbers on the front of the unit.
- Attachments to the stucco walls are prohibited.

Note: Most American Legion Posts regularly conduct a dignified flag burning ceremony, often on Flag Day, June 14th. Many Cub Scout Packs, Boy Scout Troops, and Girl Scout Troops retire flags regularly as well. Contact your local American Legion Hall or Scout Troop to inquire about the availability of this service.

## **OPEN HOUSE REGULATIONS**

- Realtors or owners may place three (3) open house directional signs on the common property and one (1) open house sign on the lot of the home that is open for inspection.
- The signs shall be approximately 24" X 18" in size.
- All signs are to be removed no later than 30 minutes after the open house inspection is over.

## **GATE DECORATIONS**

Decorations other than welcome signs, pet alert signs, or family surnames shall be limited to holiday-appropriate," e.g., Christmas, 4<sup>th</sup> of July, Halloween, Thanksgiving.

## **HOLIDAY DECORATIONS**

Holiday decorations must coordinate with the holiday, ie Halloween, Christmas, etc. Decorations are temporary and should be removed within two weeks after the holiday has passed.

## **GUTTERS**

- The color of the gutters shall match the color of the approved collar pallet set forth by the Board of Directors.
- The downspout shall direct water to a paved surface, i.e., driveway.



- In the case where a downspout cannot feasibly be directed to a paved surface, such downspout will be directed to a splash block or a corrugated pipe.
- If the addition of the gutter and downspout shall cause any damage to the paved surface, such damage repair shall be the responsibility of the homeowner.
- Any maintenance required outside of the exterior painting, which is done on a regularly recurring basis, will be at the homeowner's expense.
- Homeowners must submit requests to the Architectural Review Committee before approval can be given.

## **GUIDELINES FOR EXEMPTION OF PAINTING OF COURTYARD**

- The owner will be exempt only once.
- The exemption will only apply to the inside of the privacy wall of the courtyard.
- Any damage to the wall that is caused by vines or other greenery planted by the homeowner/resident will be the responsibility of the homeowner to have it repaired before the next painting term.
- If a unit is sold before the next painting term, the homeowner will pay to have the wall professionally painted as approved by the Architectural Review Committee.

## **SATELLITE ANTENNAS**

- Satellite antennas of the RCA/Sony DSS type not larger than one meter will be allowed within private property areas.
- Satellite antennas will not be visible from the street if possible and must be properly grounded electrically. No part of the antenna or its mounting or cables will be permitted on/in Association common

property. No alteration or holes in the roof or stucco, attach antenna to

fascia only. All wiring must be internal to the home; one hole only in the wall will be permitted.

- When a satellite antenna has to be removed for maintenance, the Association will replace the antenna, but the tuning is the responsibility of the owner.

## **SECTION VI - LEASED PROPERTY REGULATIONS**

### **GENERAL**

- Identify all units that are leased properties per the ownership roster contemplated under Florida Statute 720.303(4)(g). A census should be taken using this ownership roster to ascertain the current owner vs. tenant-occupied status of every dwelling in Sandpointe. At the same time, lessees can be identified with their owner/agency.
- Inform non-resident owners by registered or certified mail (return receipt requested) that an up to date lease is required to be on file in the Sandpointe records, or the following actions will be taken:
  - They will be reported as running a business to the IRS under Treasury Section 1.528-4(a)
  - Their tenants will lose use of the Association recreational facilities in accordance with Section 720.305(2), Florida Statutes.
- All leasing agencies must be registered at the office of the Association with a list of the units they control.
- Require leasing agents to provide a Disclosure Summary to prospective tenants, e.g., no playground.

- Require all investor-owners to provide a current copy of the Association's governing documents and Rules and Regulations to all tenants.
- The Association will not issue pool cards to any address that does not have a current lease on file. The Association will keep a record of each card issued. Lost cards will be replaced for an additional deposit. A non-refundable fee of \$10.00 will be charged for a key to the exercise room.

## **LEASING OF TOWNHOUSE UNITS**

No owner may lease his/her or her townhouse unit without the prior written approval of the Association. All leases of townhouse units by owners shall be subject to the following provisions:

- Each townhouse unit shall be occupied by only one (1) family at a time. This rule of leasing to only one (1) family, as well as the restriction that each townhouse unit shall be occupied by only one (1) family, is established for the express purpose of protecting the value and desirability of the townhouse units and the overall Sandpointe neighborhood as a residential community. Accordingly, the Association is attempting through this rule to preserve the residential ambience of the properties by prohibiting occupancy and use of townhouse units by multiple unrelated individuals who do not own the townhouse unit. It has been the experience of the Association that such occupancy of townhouse units by multiple unrelated individuals, particularly on a relatively short term basis by leasing, generally increases the number of persons and vehicles traveling to and from, and parking at, townhouse units, and also increases the potential for noises and other

disturbances within the properties. It is expressly not the intention of the Association in establishing this rule on leasing and occupancy of townhouse units to discriminate against any persons in any manner based on race, color, religion, national origin, sex (including pregnancy, sexual orientation, or gender identity), familial status disability, or age. All leases shall be written on lease forms approved by the Association, and shall be subject to the provisions of the Association's governing documents and all rules adopted by the Board of Directors. In addition, all leases shall be subject to the following conditions: Units may be leased in their entirety only. No portion of or individual room of a townhouse unit may be leased under any circumstances.

- All tenants of a townhouse unit over the age of 18 must sign the lease, unless waived in writing by the Board of Directors.
- The term of all lease agreements shall be for at least twelve (12) months.
- Approval Procedures: should an owner wish to lease his/her townhouse unit, he/she shall deliver to the Board of Directors of the Association the following:
  - a correct, complete and executed copy of the proposed lease.
  - a list of the types of vehicles owned by the proposed lessee(s), tenant(s) and occupant(s) including the make, model, year, color, and tag number for all vehicles.
  - such other information as is requested by the Association, provided that the Association makes such a request within fifteen (15) days from receipt of the Intent to Lease form from the owners.
- Lease terms: All leases must provide, and if they do not, shall be deemed to provide the following:
  - The lessee(s) agrees to abide by all of the provisions of the governing documents and Rules and Regulations for the

Sandpointe community, and that a violation of any of the governing documents or rules constitutes a material breach of the lease and is grounds for damages, termination and eviction.

- The lessee(s) shall not sublease to another.
- The lessee(s) and the owner agree that the Association may proceed directly against such lessee(s) and tenant(s) in the event of a violation of the governing documents or rules;
- The lessee(s) and owner shall be responsible for the Association's costs and expenses, including attorney's fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the owner of the Townhouse

Unit shall pay them and such funds shall bear interest at the highest rate permitted by law. The obligation of the lessee(s) and owner to pay or reimburse the Association such funds will, if not immediately paid, give rise to a cause of action against the lessee(s) and/or owner pursuant to Section 720.305(1), Florida Statutes.

- Each owner agrees to irrevocably appoint the Association as the owner's agent authorized to bring actions in owner's name and at owner's expense including actions brought for injunctive relief, damages, termination and eviction.
- Delegation of Use: any owner who leases his/her townhouse unit shall be deemed to have delegated his/her right to use the common area(s) (and all improvements thereto) to the tenants of the townhouse unit for the term of the lease agreement. The owner of the townhouse unit shall not be permitted to use any of the common area(s) (including all improvements thereto) during the term of the lease.