



**Last Updated 2008-February-11**  
**Sunrise Pointe Homeowners**  
**Rules, Regulations and Architectural Guidelines**

**I. FORWARD**

- a. As set forth in the Declaration of Covenants, Conditions and Restrictions (also referred to as CC&Rs) of Sunrise Pointe Subdivision Section 6.3, "The Board...may adopt, amend, repeal and enforce rules and regulations governing, among other things (a) use of the Common Area Facilities; (b) the collection and disposal of refuse (d) the maintenance of animals on the property (e) the use of Living Units for business or rental purposes; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents. The Board may also adopt additional Architectural Guidelines... Rules and Regulations and/or Architectural Guidelines adopted by the Board may be enforced in accordance with the provisions of Section 7 of the CC&Rs.

**II. RULES AND REGULATIONS**

**a. DELINQUENT DUES**

- i. Annual assessments "Dues" are invoiced as a courtesy prior to January 1<sup>st</sup> of each year. Any dues received after the due date may be assessed a late fee of \$30/mo in addition to collections fees and interest as prescribed in the CC & R's.

**b. LOT COMPLIANCE OVERVIEW**

- i. Any issue with the general appearance of any lot, or any specific object, or any specific structure, or any general or specific condition, concerning any outward appearance or condition of any lot, can be found in violation if a majority of the board members agree that the appearance of the lot is "unsightly" (as determined by the board), or that a lot contains, or is causing a "nuisance" (as determined by the board), or any general or specific condition would warrant an "out of compliance" notification (as determined by the board). The lot will be issued an "out of compliance" notification. This notification can be appealed if written notice is sent to the board within the 10 day correction period. The board will reply with a time and place in which the lot owner can present the circumstances for which the lot is in the "unsightly" condition. The board will reevaluate its decision and issue a new statement, either, the lot is in compliance, or the lot is out of compliance. If a lot is out of compliance, the 10 day correction period applies starting from that date. The board is empowered, and may also allow, for an extension of time to correct a matter if circumstances permit, but the homeowner must have this in writing for the extension to be valid.

**c. LOT COMPLIANCE – Fine Intervals & Amounts for enforcement**

- i. Should a lot be out of compliance according to the CC & R's, Rules and Regulations or Architectural Guidelines – a warning will be issued allowing 10 days to correct the violation.
- ii. Following the 10th day, if the compliance violation is not corrected, a fine of \$25 per day will be assessed until compliance is met. Fine amounts and intervals may be changed anytime in order to enforce compliance adequately. It is the responsibility of the homeowner to notify the ACC and/or Board when compliance is met by writing or emailing:

Sunrise Pointe ACC Committee  
P.O. Box 25143  
SLC UT 84125-0143  
[compliance@sunrise-hoa.com](mailto:compliance@sunrise-hoa.com)

- iii. Should fines not be paid, collections and or litigation may occur. Collections fees of up to 67.89% as well as all other HOA expenses may be added to any and all amounts owed to the HOA. In addition, the association has the right to hire a 3rd party to fix compliance violation that threatens the value of the Association at the board's discretion. The homeowner out of compliance is responsible for all expenses incurred for any violation fixes and an additional 10% added to any expenses incurred by the Association for such costs and any attorney/court fees.
- iv. Rules and Regulations are issued in addition to the Declaration of Covenants, Conditions and Restrictions in order for enforcement to be met. Any regulation in the CC & R's can and will be enforced even if it is not specifically mentioned in the Rules and Regulations.
- d. LANDSCAPING (finished home) - "Each owner shall have an obligation to provide adequate water to sustain all landscaping installed thereon and shall otherwise repair and maintain the same." Weeds, tall grass, dead grass should be taken care of. Mow, edge, trim and water your yard. CC&R's VI 6.1 (C) pg 11**
- i. Any issue with landscaping, or the general outward appearance of any lot can be found in violation if a majority of the board members agree that the appearance of the lot is "unsightly" (as determined by the board). Refer to Section 2.1 for additional information.
- ii. The exterior construction of all structures on any lot shall be completed within a period of one year following commencement of construction (I) The front yard of each lot shall be landscaped within a period of one year following completion or occupancy of the unit (ii) Side and rear yards shall be landscaped within a period of two years following completion or occupancy of each dwelling. (iii) CC&R's VIII 8.6 pg 21

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- e. **PARKING** - Parking of semi-trucks, work vehicles, or non-functioning vehicles shall not be allowed, No boats, trailers, large trucks, commercial vehicles or "Recreation Vehicles" shall be parked upon the public streets within the development. No motor vehicle of any kind shall be repaired, constructed, or reconstructed upon any lot.
  - i. No on-street parking is allowed from Monday, Tuesday, Wednesday, Thursday and Friday.
  - ii. After 4pm on Friday, Saturdays and Sundays, parking is permitted on the street.
  - iii. Vehicle owners in violation of the parking rule are subject to fines of \$15 per occurrence if paid within 10 days, or \$30 if paid after 10 days. Fines are required to be paid within 30 days and any and all fines not paid in 30 days are subject a \$15 vehicle plate research fee (to find the owner of the vehicle) as well as an additional 67.89% collection fee which will be added to any and all amounts owed to the HOA. Any vehicles in violation of the parking rules are also subject to being towed or booted. Currently "tire boots" require payment of \$80 to the towing company for removal. Impound fees, fines and boot removal fees are the responsibility of the each individual homeowner and/or owner of vehicle found in violation.
  - iv. Should fines not be paid, collections and or litigation may occur. The Homeowner AND/OR owner of the vehicle is responsible for: All fines, all fees (including the research fee of \$15), and collections fees of up to 67.89% over the combined fees, costs, and late charges. CC&R's VII. 7.4 pg 18
- f. **VISITOR PARKING PERMIT (discontinued)**
  - i. Due to abuse of the privilege of Visitor Parking Permits – Permits have been discontinued.
- g. **USE OF LOTS** - All lots are intended to be improved with living units and restricted to such use. No gainful occupation, profession, trade or non-residential use shall be conducted on any lot or living unit. Each living unit shall be used only as a single family residence. No lot or living unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other living unit, so as to create a nuisance or interfere with the rights of any owner, or in a way which would result in an increase in the cost of any insurance covering the common area facilities. CC&R's VII 7.2 pg 15
- h. **ACCESSORY STRUCTURES** - Patio structures, trellises, sunshades, gazebos and any other appurtenant building shall be constructed of materials consistent with the colors, textures and materials approved for the dwelling and shall be integral to the architecture of the house and subject to the approval of the Architectural Control Committee. CC&R's VII 7.3 (e) pg 16
- i. **FENCING** - Fencing and walls shall be stucco, masonry, stone, chain link, vinyl or wrought iron. Fencing and walls are to be color coordinated with the approved dwelling colors. Individual lot fences which are to be located within front yards shall be approved in writing by the Architectural Control Committee CC&R's VII 7.3 (h)
- j. **ANTENNAS** - Any issue with antennas, or the general outward appearance of any lot can be found in violation if a majority of the board members agree that the appearance of the lot is "unsightly" (as determined by the board). Refer to section 2.1 for additional information. All antennas are restricted to the attic or interior of the residence. Satellite dish antennas shall be allowed provided they are screened from view and their location is approved by the Architectural Control Committee CC&R's VII 7.3 (k) pg 17
- k. **POOLS, SPAS, FOUNTAINS, and GAMECOURTS** - Pools, spas, fountains, and game courts which include: Basketball, volleyball, tennis, or any other such sport, where the outward appearance of any house or yard is modified by addition of a structure in ANY way, shall be approved by the Architectural Control Committee and shall be located to avoid impacting adjacent properties with light or sound. No game court shall be located in front or side yards. Pool heaters and pumps must be screened from view and sound insulated from neighboring houses. Refer to section 2.1 for additional information. Nothing herein shall be construed as permitting the construction of skateboard areas and/or ramps, which structures shall be prohibited. CC&R's VII 7.3 (l) pg 17
- l. **PAVING** - Driveway and other flat paved areas may be concrete, exposed aggregate concrete, stamped concrete, quarry tile, brick or paving blocks. Gravel areas and asphalt are not permitted. Please limit parking to garage and driveways. CC&R's VII 7.3 (l) pg. 16
- m. **PETS** - No animals other than household pets shall be kept or allowed on any lot. Whenever a pet is allowed to leave a lot, it shall be kept on a leash or in a cage. No pets shall be allowed to make an unreasonable amount of noise or otherwise become a nuisance. CC&R's VII 7.6 pg. 18
- n. **MAINTENANCE AND REPAIR** - No living unit, building, structure (including interiors thereof), or landscaping, upon any Lot, shall be permitted to fall into disrepair, and as such, are subject to the requirements herein as to approval by the Architectural Control Committee, each such building, structure, or landscaping shall, at all times, be kept in good condition and, as appropriate, adequately painted or otherwise finished by its Owner. Such obligation shall extend, but shall not be limited to, the painting, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces. CC&R's VII 7.9 pg 18, Refer to section 2.1 for additional information.
- o. **NUISANCES** - Any issue with general nuisances, or the general outward appearance of any lot can be found in violation if a majority of the board members agree that something on a lot is considered a "nuisance" (as determined by the board). Refer to section 2.1 for additional information. No rubbish or debris of any kind shall be placed or permitted by an owner upon or adjacent to any lots, so as to render such lot or portion thereof unsanitary, unsightly offensive or detrimental to other owners. This includes unused vehicles or vehicles out of repair. CC&R's VII 7.10 pg 19
- p. **ARCHITECTURAL GUIDELINES**

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- i. Any change, alteration, improvement or addition to any lot within the Sunrise Pointe Subdivision must be approved of by the Architectural Control Committee (ACC) in writing prior to enacting such improvement.
- ii. The “**Sunrise Pointe Homeowners ACC Lot Alteration Approval Form**” should be completed and submitted to the Board or Chairman of the ACC prior to lot alterations. Forms can be found at [www.sunrisehoa.com](http://www.sunrisehoa.com) or obtained from the Board at monthly meetings.
- iii. See Covenants and Restrictions for additional Architectural Guidelines.

Sunrise Pointe ACC Committee  
P.O. Box 25143  
SLC UT 84125-0143  
[compliance@sunrise-hoa.com](mailto:compliance@sunrise-hoa.com)  
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The board is constantly in need of committed board member volunteers.

You may contact the board at 801 938-4228, by email at [board@sunrise-hoa.com](mailto:board@sunrise-hoa.com), or attend monthly board meetings – currently held the first Tuesday of the month 7:00 PM at the Library 2880 W 3650 S in the North East Study Room. Volunteers are not only welcome, they are encouraged.