

THE PROPRIETORS OF STERLING WOODS, INC.

(The Original Sterling Woods)

RULES AND REGULATIONS

Updated February 2017

TO THE HOMEOWNER:

Please review and observe the attached Rules and regulations for the Sterling Woods Condominium. These Rules, which are part of living in a condominium community include, but are not limited to, the number and size of pets, restrictions on motor vehicles, and parking regulations.

It is expected that all Unit Owners and residents will understand the need for Rules and will abide by them. If a resident violates any of these Rules, he or she will be notified in writing and corrective measures will be expected. If the violation continues, the Executive Board has the authority, after Notice and Hearing, to impose per diem fines.

Definitions of capitalized terms used in these Rules are as defined in the Bylaws, or if not defined in the Bylaws, then as defined in the Declaration.

CLUBHOUSE KEYS:

Please make sure that you receive from the seller, your keys to the amenities and two identification tags and bracelets. There are two keys. One is for entry to the clubhouse, pool, and tennis court. The cost to replace this key is \$100. The second key is for entry to the two exercise rooms located in the clubhouse. Replacement cost for this key is \$10.

COMMON CHARGES:

Payments for monthly Common Expenses are due before the first of the month, but there is a ten-day grace period. A \$50.00 late fee will be assessed if the payment of Common Expenses has not been received at the Lock Box by the tenth of the month. Postmarks will not be a consideration in assessing a late fee unless the postmark is prior to the first of the month. Late fees will be assessed and will compound on any delinquent payments and on any outstanding balance due, whether monthly payment or late fee.

The following Rules apply to Residential Units, Garage Units, and Accessory Commercial Units.

In the case of a rental Unit, the Unit Owner is responsible to ensure that these Rules and regulations are upheld. Prior to signing the rental agreement, the Unit Owner should present a copy of these Rules to the prospective renter and have him or her sign a form acknowledging agreement to abide by them. A copy of the signed form is to be sent to the Manager. A copy of the form can be found on the last page of this document.

PENALTIES FOR VIOLATION OF THE RULES:

Following written Notice and Hearing, the Executive Board may levy a fine of \$50.00 per day or per occurrence up to a maximum of \$ 150.00 per day or per occurrence for a violation of the Rules after such Notice and Hearing.

ARTICLE 1 USE OF UNITS

Section 1.1. **Occupancy Restrictions.** Residential Units are limited to occupancy by single families and garages are limited to occupancy for the storage of vehicles and accessory storage, both as defined in the Declaration and in these Rules.

Section 1.2. **No Commercial Use.** Except for the Accessory Commercial Units and their Limited Common Elements and parking used by their guests, no industry, business, trade or commercial activities, other than home professional pursuits not requiring regular public visits or unreasonable levels of storage, mail, shipping, trash, or nonresidential use of a Residential or Garage Unit, will be conducted, maintained or permitted on any part of the Common Interest Community; nor will any Unit be used or rented for transient, hotel or motel purposes.

No signs, window displays or advertising are permitted on any part of the residential area or on any Unit, except for a name plate or sign not exceeding 4 square inches in area on the main door to each Unit. No signs — other than "For Sale" signs — may be posted at the entrance to the community on Nabby Road. "For Sale" signs will have the Unit number for sale and the name of the broker, pursuant to the owner's written permission filed with the Association. Signs may be restricted to certain designated locations by the Association, and they will be removed if found to violate these restrictions.

Section 1.3. **Electrical Devices or Fixtures.** No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board and adjustment of circuits. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Elements is prohibited; any damage resulting from such misuse will be the responsibility of the Unit Owner in whose Unit it will have been caused. Total electrical usage in any Unit will not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Section 1.4. **Painting Exteriors.** Unit Owners may paint or stain, only with ARC approved specification material (see Article XI of these Rules). Unit Owners may use touch-up paint on any exterior portion of any Building, except decks, only with ARC-approved specific colors (see Article XI of these Rules).

Unit Owners are responsible for the Maintenance, Repair and Replacement of decks (power washing and staining only with Executive Board approved specific stain).

Section 1.5. **Cleanliness.** Each Unit Owner will keep their Unit and decks in a good state of preservation and cleanliness.

Section 1.6. **Lint Filters on Dryers• Grease Screens on Stove Hoods.** All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens installed to prevent grease from accumulating in the vent duct. All such filters and screens will, always, be used and kept in clean, good order and repair by the Unit Owners.

Section 1.7. **Chimneys.** Chimneys will be inspected by the Association. If needed, Chimneys will be cleaned by contract with a chimney sweep at the expense of the Unit Owner.

ARTICLE 11 USE OF COMMON ELEMENTS

Section 2.1. **Obstructions & Storage.** There will be no obstruction of the Common Elements, nor will anything be stored outside of the Units without the prior consent of the Executive Board except as hereinafter expressly provided.

Section 2.2. **Proper Use.** Common Elements will be used only for the purposes for which they were No person will deposit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Element by all others.

Section 2.3. **Trucks and Commercial Vehicles.** Trucks, motor homes and commercial vehicles of a capacity of over one ton or having more than four wheels are prohibited in the exterior parking areas and driveways, except for temporary loading and unloading, or as may be signated by the Executive Board. Any such vehicles may be kept in Garage Units with the door closed.

Section 2.4. **Additions to A appurtenances to and A clearance of Buildings.** No appurtenant alterations, additions or Improvements may be made without prior consent of the ARC (see Article XI of these Rules). No clothes, sheets, blankets, laundry or any other kind of articles, will be hung out of a building or exposed or placed on the outside walls or doors of a building or on trees. Holiday decorations may be installed up to 21 days prior to holiday observance, and must be removed within 14 days after the holiday. No sign, awning, canopy, shutter or antenna will be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window. Window treatments will be beige or white where seen from outside the Unit. Screens and window divider inserts must be in place on the windows.

Section 2.5. **Landscaping.** Unit Owners may plant flowers and shrubs within the Common Elements around their Units, provided they receive permission of the ARC following submission of a complete plan (see Article XI of these Rules). Additions and/or changes must be consistent with the style and character of the Common Interest Community.

Section 2.6. **Satellite Antennae/Dishes.** One satellite antennae/dish per Unit, not to exceed 1521 square inches or one meter in diameter, is permitted to be professionally installed. Installation is only allowed on decks or deck railings, and may not overhang the deck or railing. Installation cannot occur prior to submission of a Satellite Antennae Authorization Form (available upon request from the Manager), and receipt of written approval from the Executive Board. Unit Owners will be held solely responsible for any and all damage resulting from the installation, maintenance, use or removal of satellite antennae/dishes. Unit Owner(s) acknowledge that the Executive Board shall be entitled and authorized to repair any such damage and the Executive Board shall charge any expenses associated with the repair of said damage to the Unit Owner(s)' account.

The FCC rule governing "Over the Air Reception Devices" is: 47 C.F.R. Section 1.4000, and can be found online at FCC.gov.com.

Section 2.7. **Clubhouse Rental.** Rental of the Clubhouse is restricted to residents for social purposes only. Rental will be on a first come, first served basis. This means that whoever submits a rental agreement and pays their fee to the Manager first reserves the date they have requested. The resident is responsible for informing those in attendance of the Rules regarding use of the facilities. Only the Clubhouse is being rented, not the recreation facilities. Pets are prohibited from the Clubhouse and pool area. A copy of the Clubhouse rental policy/form is available on the bulletin board at the Clubhouse. This completed form must be submitted at least 14 days prior to the rental date along with the rental charge of \$100.00, security deposit of \$250.00 and cleaning fee of \$85.00 (if you choose to have the Clubhouse professionally cleaned).

ARTICLE 111

ACTIONS OF OWNERS AND OCCUPANTS

Section 3.1. **Annoyance or Nuisance.** No noxious, offensive, dangerous or unsafe activity will be carried on in any Unit, or the Limited Common Elements, nor will anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant will make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant will play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that it will cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2. **Compliance with Law.** No immoral, improper, offensive or unlawful use may be made of the Common Interest Community. Unit Owners will comply with and conform

to all applicable laws and regulations of the United States and of the State of Connecticut, and all ordinances, rules and regulations of the City of Danbury will hold the Association or other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3. **Pets.** No animals, birds or reptiles of any kind will be raised, bred, or kept in the Common Interest Community or brought on the Common Elements, except for: no more than two dogs, or two cats, or one dog and one cat of gentle disposition, or other household pets, approved and licensed by the Executive Board or the Manager as to compatibility with the Common Interest Community. Pets may not be kept, bred or maintained for any commercial purposes or otherwise. In no event will any pet be permitted in any portion of the Common Elements unless carried or on a leash; no pets will be curbed in any courtyard or close to any patio, except in street or special areas designated by the Executive Board. The pet walker is responsible for appropriately picking up the solid waste and depositing it in their Unit Owners garbage can. Pets are prohibited from the Clubhouse and pool. The owner will compensate any person hurt or bitten by any pet, and the owner will hold the Association harmless from any claim resulting from any action of his pet whatsoever.

Any Unit Owner whose pet is causing or creating a nuisance (e.g., as enumerated above) or unreasonable disturbance or noise will be notified by letter to correct the problem. If the situation persists, the Unit Owner responsible for said pet(s), following Notice and Hearing from the Executive Board, may be levied a \$50.00 up to a maximum of \$ 150.00 per day or per occurrence fine for the period that the Rules have been violated and/or otherwise may be subject to the permanent removal of said pet(s) from the property, unless at such hearing, good and valid reasons are given and accepted by the Executive Board for such violations.

Section 3.4. **Indemnification for Actions of Others.** Unit Owners will hold the Association, Unit Owners and other occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Section 3.5. **Employees of Management.** No Unit Owner will send any employee of the Manager out of the Property on any private business of the Unit Owner, nor will any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or pursuant to the provision of special services for a fee to be paid to the Association.

ARTICLE IV INSURANCE

Increase in Rating.

Section 4.1. Nothing will be done or kept which will increase the rate of insurance of any of the buildings, or contents thereof, without the prior consent of the Executive Board. No Unit Owner will permit anything to be done, or kept in the Common Interest Community which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2. **Rules of Insurance.** Unit Owners and occupants will comply with the rules and regulations of the New England Fire Rating Association and the Rules and Regulations contained in any fire and liability insurance policy of the Property.

Section 4.3. **Reports of Damage.** Damage by fire or accident affecting the Common Interest Community, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the Manager or a member of the Executive Board by any person having knowledge thereof.

ARTICLE V RUBBISH REMOVAL

Section 5.1. **Deposit of Rubbish.** Trash container locations will be outside the garage or at the curb of the street at the driveway. Pickup will be from those locations only. Occupants will be responsible for removal of trash from their Units to the pickup locations. Trash is to be deposited within that location and the area is to be kept neat, clean and free of debris. When trash containing food waste or other material which could attract animals is placed outside, it must be in hardened trash containers with lids in place.

Long term storage of rubbish in the Units is forbidden. Trash containers will not be left in the pickup areas earlier than 6:00 p.m. of the evening before schedule pickup.

ARTICLE VI MOTOR VEHICLES

Section 6.1. **Compliance with Law.** All persons will comply with Connecticut State Laws and Department of Motor Vehicle regulations on the roads and drives and properties.

Section 6.2. **Limitations on Use.** There is space for two vehicles per Residential Unit, the garage and the garage apron or assigned numbered space (except for units with two car garages which have four spaces). Unit Owners must park one of their vehicles in the garage and their second one, if applicable, on the apron adjacent to their garage or in their assigned numbered space. Unit Owners with two car garages must use their four spaces to park their vehicles. A Unit with up to three resident drivers and three vehicles may park a vehicle in a visitor space. Any vehicles over three must be parked at the Clubhouse no matter how many people reside in a Unit. Parking areas will be used for no other purpose than to park passenger motor vehicles. In the case where the number of vehicles exceeds the number of authorized parking spaces and also exceeds the number of drivers, the excess vehicles must be parked in the Clubhouse parking area. Trucks, commercial vehicles, trailers, recreational vehicles and watercraft may not be parked on Common Elements, and are prohibited in the general parking areas and drives, except for temporary loading and unloading. The Executive Board reserves the right ahead of time to approve or disapprove the parking of construction equipment used in the repair, construction or maintenance of the Common Interest Community and will not be so restricted.

Because certain garage aprons at the Common Interest Community are either shorter, wider or longer than the standard garage aprons, the following restrictions have been adopted to address such circumstances:

Due to the short space on their garage aprons, the following Units may not park a vehicle on their garage aprons, but must park one vehicle in their garage and one in their assigned numbered space: 3 Britannia, 4 Britannia, 51 Britannia, 52 Britannia, 55 Britannia, 56 Britannia, 70 Britannia and 71 Britannia.

Due to the very long space on their garage aprons, the Units listed below will be allowed to park their vehicles as follows:

76 Britannia may park two vehicles in their garage and three on the garage apron, two on the left side one behind the other and one on the right side. The vehicles must not extend past the end of the apron into the street.

75 Britannia may park one vehicle in their garage and two vehicles one behind the other on their garage apron. The vehicles must not extend past the end of the apron into the street.

74 Britannia may park one vehicle in their garage. They may also park two vehicles one behind the other on their garage apron, but because of the proximity of the mail station, may only do so after mail has been delivered that day, or anytime on Sunday or a Postal Holiday, so as not to interfere with mail delivery. The vehicles must not extend past the end of the apron into the street.

66 Britannia may park one vehicle in their garage, and because of the extra wide space on their garage apron, they may park two vehicles side by side on the apron.

Visitor Parking.

Section 6.3.

Visitor Parking should be temporary and infrequent so that these areas are not overburdened. It is very important to note that these spaces are for Visitors only. Residents are not to regularly use Visitor Parking for personal use. Visitor Parking may not be considered as your additional parking spot.

Except where special arrangements are made, visiting vehicles are limited to four days parking.

Example: A family member is home from college for 2 weeks. Park at the clubhouse. Do not appropriate a Visitor spot for 2 weeks.

Example: A friend is visiting for 5 days. The friend is handicapped and cannot walk far. Contact the Board for permission to use Visitor Parking beyond the 4-day limit.

Enforcement Procedures

Written Notice of Violation: The Board or Managing agent shall notify the vehicle owner in writing of the specific violation and include a copy of the notice shall be attached to the windshield of the offending vehicle the same day. If the offending vehicle is owned by a Renter or Visitor, the property owner shall be notified. The notice will allow (2) days to rectify the violation.

Towing: If the offending vehicle remains after the deadline indicated in the written notice or is a repeat offender within a period of one year the vehicle is subject to tow without further notice at the expense of the vehicle owner. In addition to the towing charge a fine may be levied following notice and hearing.

Fines: By resolution, following Notice and Hearing, the Executive Board may levy a fine of \$50.00 per day or per occurrence up to a maximum of \$150.00 per day or per occurrence for a violation of the Community Documents after such Notice and Hearing, but such amount shall not exceed the amount necessary to insure compliance with the Rule or order of the Executive Board.

Right of Appeal: The vehicle owner, if a property owner, has the right of appeal. Such appeal must be received in writing by the Board or Managing agent. Once an appeal is received, the Board will hold an appeal meeting within 7 days to review the matter with the vehicle owner (or property owner or management agent if vehicle is owned by a Renter or Visitor). If the appeal is rejected, towing and fining provisions become effective immediately.

Collection Provision: All fines, costs and expenses necessary to enforce the Parking Policy will be levied against the property owner.

Section 6.4. **Speed Limit.** The speed limit on all roads is 15 miles per hour.

Section 6.5. **Snowmobiles Watercraft Off Road and Unlicensed or Immobile Vehicles.** Snowmobiles, watercraft, off road vehicles including trail bikes, jeeps and other four-wheel drive vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways, and used by licensed drivers on the paved portions of the Property. Except for other motor assisted bicycles and wheel chairs as permitted by state law, all highway vehicles used or parked on the Property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Except for temporary repairs not involving immobility more than 10 hours, highway vehicles will not be disassembled, repaired, rebuilt, painted or constructed outside of garages on the Property. No vehicles, other than maintenance vehicles, may travel on the Property except on paved roadways and parking areas.

Section 6.6. **No Parking Areas.** Vehicles may not be parked in such manner as to block visibility of oncoming traffic or access to garages, fire hydrants, mailbox stations, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two-lane passage by vehicles on roads and drives. Violators will be towed after reasonable efforts to contact the person or host to whom the vehicle is registered. Costs of towing may be collected as a Common Expense.

Section 6.7. **Trucks Vans Trailers and Commercial Vehicles Limited.** The following types of vehicles are prohibited in the parking areas or drives except for temporary loading or unloading Commercial Vehicles (carrying a sign advertising a business); trucks, vans and vehicles having capacity of over one ton; trailers of any kind; and vehicles with more than four single tired wheels. Vehicles used in the actual repair, construction or maintenance of the Property will not be restricted during such use.

Section 6.8. **Contractor Parking.** Unit Owners are responsible to ensure that any contractors they hire park in either designated visitor parking areas, the driveway of the unit where the work is being done, or the Clubhouse parking area. No vehicles are allowed on the lawn or curbing. If contractors' vehicles are found to be parked on lawn or curbing, the Unit Owner will be held responsible for the repair cost of any damage that may occur. All dumpsters must have a protective material installed under the rollers to avoid damaging the asphalt. The Unit Owner will be held responsible for any damage.

ARTICLE ^{VII} GENERAL ADMINISTRATIVE RULES

Section 7.1. **Consent in Writing.** Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 7.2. **Complaint.** Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners will be made in writing to the Executive Board or the Manager.

VIII

GENERAL RECREATION RULES

8.1. **Use of Passive Recreational Facilities.** Use of the passive recreational facilities (i.e., open space and woodland within the Common Elements) is restricted to any Unit Owners, tenants of non-resident Unit Owners, guests of said Unit Owners, and guests of said tenants. Residents are responsible for their guests abiding by the Rules and maintaining behavior as outlined in these Rules and regulations. All facilities are for non-commercial use and are utilized at the risk and responsibility of the user, and the user will hold the Association harmless from any damage or claims by such use.

Section 8.2. **Boisterous Behavior Prohibited.** Boisterous, rough or dangerous activities or behavior, which unreasonably interferes with the permitted use of facilities by others, is prohibited.

Section 8.3. **Reserved Areas.** Specific portions of woodland or open space facilities, community rooms or specific times of recreational schedules may be reserved, or priority given, to certain age groups. Such reservations and scheduling will be done by management personnel, and will be effective after publication in the newsletter.

Section 8.4. **Children.** Parents will direct and control the activities of their children in order to require them to conform to the Rules and regulations. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.

Ejection for Violation.

Section 8.5. Unit Owners, members, guests and tenants may be summarily ejected from a recreational facility by a member of the Executive Board in the event of violation of these regulations within a facility, and suspended from the use until the time for Notice and Hearing concerning such violation and thereafter, suspended for the period established following such hearing.

Section 8.6. **Proper Use.** Recreational facilities will be used for the purposes for which they were designed. Picnic areas, equipment, and surrounding areas will be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others.

Section 8.7. **Use of the Active Recreational Facilities.** Use of the active recreational facilities (i.e., the pool, tennis court, and exercise rooms in the Clubhouse) is restricted to residents and their guests. Guests must be accompanied by a resident in order to use any of these facilities. Residents are responsible for their guests abiding by the Rules and maintaining behavior as outlined in these Rules and regulations. All facilities are non-commercial use and are utilized at the risk and responsibility of the user, and the user will hold the Association harmless from any damage or claims by such use.

NG POOL

9.1. **Shower before Entry.** All persons will shower at the pool before entering the pool or reentering the pool.

Section 9.2. **Diseased Persons.** Any person known or suspected of having a communicable disease will not use the pool.

Section 9.3. **Spitting or Blowing Nose.** Spitting or blowing the nose in the swimming pool is prohibited.

Section 9.4. **Boisterous Play.** Running and boisterous or rough play is prohibited.

Section 9.5. **Regulations of Department of Health.** Additional regulations required by the Connecticut State Department of Health are included by reference.

Section 9.6. **Limitation on Number of Guests.** Except by prior arrangement with the Manager, the number of guests of one Unit Owner at any time may not exceed four. All guests must be accompanied by the Unit Owner.

Section 9.7. **Pool Hours.** 7 A.M. to dusk.

Section 9.8. **Children in Pool.** Children under the age of 14 will not be allowed in the pool area unless accompanied by an adult, and anyone under the age of 16 may not swim alone. Children who normally wear diapers must wear swimsuit diapers of the type that prevent leakage when using the pool.

Section 9.9. **Toys in the Pool.** The use of toys in the pool is limited to those that float, and they are to be removed when not being used.

Section 9.10. **Portable Radios CD's etc.** Radios, audio reproduction devices and televisions are prohibited from the swimming pool area, unless they are outfitted with earplugs such that sound is not audible to anyone other than the owner of the device."

Section 9.11. **Posting of Rules.** Refer to Rules and regulations posted on the bulletin board at the Clubhouse near the rear door by the pool.

Section 9.12. **Pets etc.** Pets, glassware, underwater breathing apparatus, knives or dangerous equipment are prohibited from the pool area.

10.1. **Court Time**. If the tennis court has not been reserved using the sign-up sheets posted in the Clubhouse, court time should be limited to one hour if someone is waiting to use the court. If the person(s) waiting had previously reserved their start time on the sign-up sheets, the court should be vacated at their scheduled start time. The court should be reserved for no more than ninety minutes at a time.

Section 10.2. **Policy Rules for Play Procedures**. In the event of overcrowding, additional limitations on time of play and sign-up procedures may be adopted by resolution of the Executive Board and posted at the court. The courts will be used in accordance with the policy resolutions posted.

Section 10.3. **Surface Protection**. Tennis players must wear tennis shoes on the court, and they must have light colored non-marking soles. The playing surface will not be mistreated or used for any activity other than tennis.

Section 10.4. **Manners**. Conduct will be such as to minimize interference with play.

Section 10.5. **Court Use**. Pets, food, beverages (other than water), trash, debris are not permitted in the court.

ARTICLE XI ALTERATIONS VISIBLE FROM EXTERIOR OF UNITS ARCHITECTURAL REVIEW COMMITTEE

Section 11.1. **Background**. The Unit Owners, tenants and occupants of Sterling Woods acknowledge that this is a Common Interest Community with shared ownership of the grounds. The Association and the Unit Owners each benefit from a consistent approach to the exterior appearance of the community. These Rules have been enacted to foster a consistent appearance throughout the community for the benefit of everyone's use and enjoyment of the property and to protect and preserve property values throughout the community.

Section 11.2. **Alterations Visible from Exterior of Unit**. The following shall be considered an "Alteration" for the purposes of this Article:

1. Anything placed in any window other than the permitted beige or white window treatments, standard screens and standard window divider inserts.
2. The creation of, the construction of, the improvement of, the erection of or the alteration of any Improvement located outside of the boundaries of any Unit including, but not limited to, any painting or staining of any existing exterior element of any building or the glazing or tinting of any glass surface.
3. Any grading, excavation, filling, clearing, planting and/or exterior addition, change or alteration of any land area located outside the boundaries of any Unit.

Section 11.3. **Architectural Review Committee.** The Executive Board shall on an annual basis select a committee consisting of at least three (3) members at least one (1) of whom shall be a Director, which committee shall act as an Architectural Review Committee (the "ARC"). The ARC shall review all applications for proposed Alterations to ensure consistency of external design and appearance of buildings and Improvements, and to promote those qualities in the environment that bring value to the Common Interest Community, the Common Elements and the Units contained within the Common Interest Community, and foster the attractiveness and function and utility of the Common Interest Community, including a harmonious relationship among the Units and Common Elements, as well as the structures, vegetation and topography which make up the Common Interest Community. The ARC may reasonably employ such consultants and professionals as it deems necessary to carry out any obligations imposed upon it pursuant to this Article XI.

Section 11.4. **Application to the Architectural Review Committee.** No Alteration shall be commenced, constructed or initiated without first applying for approval for said Alteration by way of application to the ARC. Such application shall include plans and specifications accurately showing the nature, kind, shape, dimensions, materials, color (including color of paint or stain) and the proposed location of any such proposed Alteration. All applications for Alterations shall be submitted to the ARC for approval by the ARC. No Alteration shall be undertaken until the ARC has approved the application for the Alteration in writing.

The Person applying for design and architectural review shall pay all fees, including reasonable attorney's fees, and costs as well as the fees and costs of any consultants or professionals deemed necessary for the review process by the ARC and for the preparation of any Documents or amendments thereto, if required.

Section 11.5. **No Waiver.** The ARC may waive its rights from time to time under this Article in any instance or with respect to any Unit, the Common Elements or the Common Interest Community as a whole, or may decline to enforce those rights in any such circumstance, without in any way invalidating its rights or waiving them with respect to any subsequent Alteration that may otherwise require approval under this Article.

Application Procedure.
Section 11.6. The ARC, shall, without charge, and at any time, and from time to time as the same shall be reasonable requested, within forty-five (45) days after written request has been submitted by any party who owns any Improvement at the Property or any party who proposes to make any Alteration at the Property (hereinafter the "Requesting Party"), certified by a written instrument to the Requesting Party, or any person, firm or corporation specified by the Requesting Party:

- (1) That as of the date of the issuance of the certificate required hereby, to the best of the knowledge of the ARC, there exists no violation or breach of the provisions contained within this Article XI or, if a violation or breach does exist, a complete and detailed list of each asserted violation or breach; and

- (2) Regarding any application for Alteration, whether or not the application is complete and contains all information and documentation required by the ARC and if such application should be incomplete, a listing of information and/or documentation required to complete said application; and
- (3) Regarding any application for Alteration, if the application for Alteration is complete, the date, which date shall not exceed thirty (30) days from the date of the certificate, upon which the ARC shall deliver a response to the Requesting Party with regard to whether or not the application has been approved or disapproved.

Any written request made by a Requesting Party hereunder shall be delivered to the ARC by certified mail, return receipt requested, to the office of the property Manager for the Association by certified mail, return receipt requested.

In the event the ARC shall fail to issue the certificate called for pursuant to this Section 11.6 within the time frames called for in this Section 11.6, the Requesting Party may send written notice to the ARC by certified mail, return receipt requested, notifying the ARC of its failure to issue the required certificate. The ARC shall have a period of ten (10) days from its receipt of said written notice to cure its default by issuing the required certification. If upon receipt of the written notification of default and the expiration of the ten (10) day period within which to cure, ARC has not issued the required certification, any such failure to issue the certification shall be deemed to be an acknowledgment by the ARC that there are no violations of this Article XI and that the application for Alteration which has triggered the certification requirement shall have received approval.

Section 11.7. Procedures for Enforcement. In the event any Alteration is commenced, constructed or initiated without the approvals required by this Article XI, the ARC shall notify the Executive Board of the violation. Section 11.7. Procedures for Enforcement. In the event any Alteration is commenced, constructed or initiated without the approvals required by this Article XI, the ARC shall notify the Executive Board of the violation. The Executive Board (following receipt of a report from the ARC as to the circumstances surrounding the unapproved Alteration, and following a notice and hearing) shall then decide if fines shall be issued. The Executive Board shall also have the full powers described in Article VI of the Bylaws to summarily abate or remove any unauthorized Alteration from the Property. Any party in violation of this Article XI shall be responsible for all reasonable attorney's fees and costs incurred by the Association to enforce the provisions of this Article XI.

The Executive Board shall also have the full powers described in Article VI of the Bylaws to summarily abate or remove any unauthorized Alteration from the Property. Any party in violation of this Article XI shall be responsible for all reasonable attorney's fees and costs incurred by the Association to enforce the provisions of this Article XI.

Section 11.8. Satellite Dishes. Notwithstanding the requirements contained in this Article XI, satellite dish installation and location shall be made pursuant to Section 2.6 of these Rules.

Section 11.9. **Preapproved Alterations.** The ARC may from time to time issue blanket preapproval for certain types of Alterations and for certain preapproved paint or stain colors or material selections.

Note: This is a copy of the form, referenced on pages I and 2 of the Rules and regulations, to be signed by the new owners when a Unit is being sold.

To: The Proprietors of Sterling Woods Executive Board

Referenced Address:

1. I/We have read and familiarized ourselves with the Rules and regulations provided to us and agree to abide by them.
2. L/We understand and agree that no more than two dogs, or two cats, or one dog and one cat of gentle disposition, or other household pet approved by the Executive Board, are allowed to reside in the Unit.
3. I/We have received a Sterling Club master key (front door, pool & tennis court access) and an exercise room key. If a replacement key is necessary, the owner will be charged \$ 100 for the Clubhouse master key and \$10 for the exercise room key.

Signature: _____

Date: _____

Print Name:

Signature: _____

Date: _____

Print Name:

Please return to the management company in the envelope provided.

Thank you.