

Sterling Point



Resident Handbook

TO: STERLING POINT HOMEOWNERS
FROM: Board of Directors

The following is information in a reduced form concerning the ***DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS*** for Sterling Point. This compiled document does not replace the official documents of the Association, nor does it cover all that may be set forth therein and reference should always be made for detail to the official documents.

Sterling Point is a cluster home development of detached dwellings for residential use only. The street is common ground and is owned by the Sterling Point HOA, Inc., a non-profit corporation whose members are the owners in Sterling Point. The association, through easements, maintains the entrance walls and gates, perimeter fencing and street.

Set forth below is some basic information to assist you:

1. **PURPOSE OF ASSESSMENTS:** The Association has no source of regular income other than assessments of the owners. The assessments levied by the Association shall be used exclusively to promote recreation, health, security, safety and welfare of the residents in the Properties. In particular, the assessments are used for the maintenance and replacement of the perimeter fence, gates, street, and landscaping located upon the common areas. The monies are also used for the acquisition, improvement and maintenance of property, services and facilities devoted to the aforementioned purposes. Assessments are put towards the maintenance, use and enjoyment of the Common Area, which includes but is not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, utilities, security, lighting, management and supervision, the payment of taxes, if any, assessed against the Common Area, the procurement and maintenance of insurance related to the Common Area, its facilities and use in accordance with this Declaration and the By-Laws. The assessments also fund the employment of managers, attorneys and accountants to represent the Association when necessary and other such common needs that may arise.
2. **EXTERIOR OF DWELLING AND COMMON GROUNDS:** No exterior changes, deletions or additions to a dwelling or the grounds may be made until first submitting such plans and specifications in writing to the Architectural Control Committee and obtaining written approval from such Committee. (See COVENANTS: ARTICLE V on ARCHITECTURAL CONTROL)
3. **TRASH DISPOSAL:** Sterling Point is located in the city and is provided with garbage collection and recycling. Monday is yard waste pick-up day. Thursday is garbage and recycling pick-up day. **Garbage and recycling cans must be stored out of sight!** For questions about garbage service, call 727-2638; for recycling service, call 727-2784. Bulky item collection is provided for free once during the year. The City of Winston-Salem will notify residents of the annual pick-up date. Please call 727-2638 for questions regarding this service.
4. **GROUNDS MAINTENANCE:** The Association contracts for maintenance of common grounds and lawn care. A yearly schedule is included in this handbook. If you have questions, contact our Management Company, Vista Realty Inc. Angie Mauldin at amauldin@vistarealtyinc.net or 768-1433.
5. **ANIMALS AND PETS:** Except as otherwise permitted herein, or in any supplementary declaration hereto, no animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose or permitted to become a nuisance to the neighborhood. Dogs, cats and other household pets shall be confined and maintained inside the dwelling. When removed from the interior of the dwelling the same shall at all times be in the arms of the owner, attached to a leash held by the owner, or contained on the resident's property by an underground electric fence.

The Board of Directors, after notice to correct, may direct removal from the property if any pet becomes an annoyance or nuisance. This decision is the sole discretion of the Board of Directors.

6. **OWNERS RESPONSIBILITY:** Each owner shall have the obligation to maintain and keep in good repair and replace the improvements on his lot, including the roof, gutters, windows, doors, shutters and exterior walls of the dwelling unit thereon, and any other exterior improvement such as garden walls, carports or garages and landscaping, including the routine watering of grass and shrubs (the Association will be responsible for the routine mowing of grass and trimming of shrubs), and other maintenance or replacement to present a good exterior appearance. The Association will maintain the street, common areas, the entrance way and the perimeter fencing. An owner adding landscaping, with approval of the Association, has the obligation to maintain such additions.
7. **SNOW REMOVAL:** A snow removal service will clear the street when there is three or more inches of snow.
8. **ANNUAL MEETING:** The Board of Directors holds the Annual Meeting of the Sterling Point Homeowners Association to update homeowners, hold elections and conduct other business. The Homeowners Association will mail a letter to notify owners/members of the place and time at least twenty days prior to the meeting.

ENTRANCE AND EXIT GATES

1. When entering, your car will pass over a loop cut into the pavement and the gate will automatically open. When you pass the gate, it will close automatically. If you encounter a gate that is already open, come to a full stop before proceeding through to ensure that the gate recognizes your vehicle.
2. When exiting, please be careful to stop at the white stop line painted on the pavement, the gate opens inward and you need to stay clear of gate opening. After you pass through, the gate will close automatically.
3. Gates hinges are **not** to be oiled! This voids our warranty and forces us to pay a replacement cost. Residents (or anyone) seen oiling gates will be responsible for the costs of repairing the damages they cause. If you see or hear a problem with the gate, report it to Vista Realty.

VEHICLE PARKING & SPEED LIMIT

1. **VEHICLE PARKING:** Our street is narrow and parking vehicles in the street may cause problems for residents both entering and backing from their driveways, as well as emergency vehicles. **Proper access must be provided for emergency vehicles, mail and newspaper delivery, garbage and recycling pick-up.**

All homes in our development have garages and driveways. Be considerate of others and do not park on the street unless it is an emergency. Also, please make sure visitors do not block residents from access to their driveways!

2. **SPEED LIMIT:** We have received numerous reports of residents speeding throughout the community. **The posted 15 mph sign should be obeyed at all times.**

HOMEOWNER ASSOCIATION DUES

Monthly dues are currently \$120.00, or \$1,440.00 per year. You should prorate assessments with a prior owner. Assessments are due on the first day of each month and should be mailed to:

**VISTA REALTY INC
5199-B COUNTRY CLUB ROAD
WINSTON-SALEM, NC 27104**

A late fee of \$5.00 is due on any assessment received that is postmarked after the tenth of the month.

ENTRY GATES

In case of power failure, the entrance gates should continue to open and close automatically.

The following people have a gate key and are trained to open the gates manually. You may contact one of them for assistance:

Sonny Flowers	336-414-8466	100 Sterling Point Court
Jim Jackson	336-575-1228	172 Sterling Point Court
Jeff Jordan	919-210-9211	104 Sterling Point Court

2019-20 STERLING POINT BOARD MEMBERS:

President	Jeanette Lawson-Jackson	172 Sterling Point Court	336-575-1208
Vice President	Sonny Flowers	100 Sterling Point Court	336-414-8466
Secretary	Mary Ann Hanna	129 Sterling Point Court	336-408-5365
Treasurer	Bernard Bengé	157 Sterling Point Court	336-414-4640
Member at Large	Jeff Jordan	104 Sterling Point Court	919-210-9211

2019-20 ARCHITECTURAL CONTROL COMMITTEE

Chairman	Jim Wilson	156 Sterling Point Court	336-399-0871
	Bill Miller	120 Sterling Point Court	336-774-9052
	Tommy Thompson	164 Sterling Point Court	336-765-9894

COMMENTS, QUESTIONS, OR CONCERNS

You may email, fax (336-768-0370) or call requests and/or complaints to Vista Realty amauldin@vistarealtyinc.net or hmcoleman@vistarealtyinc.net. When calling, please identify yourself by name and where you live in Sterling Point.

Any owner who has concerns, suggestions or requests may also write a letter to any Board Member with your address, phone number and signature. The Board of Directors **will not** address hearsay, only written statements signed by owners. Remember, your Board Members are volunteers, please be considerate by not calling them after 8:00pm.

Each owner should review the following taken from the Declaration of Covenants:

**Article V
Architectural Control**

Section 1. "Architectural Control."

(a) **Purpose.** An Architectural Control Committee is established in order to provide and maintain standards as to harmony of exterior design and location in relation to surrounding structures and topography.

(b) **Architectural Control.** Following the conveyance of a lot in fee simple in its natural or improved state, unless expressly authorized in writing by the Architectural Control Committee no building, fence, wall, driveway or other structure nor any exterior addition or alteration (including color, addition or deletion of trim, roofing type or color) to any existing structure, nor any change or addition to the landscaping on any lot, any clearing or site work shall be commenced, erected or

maintained upon the designated property, or any other improvement, which in anyway varies the external appearance of the improvements, including landscaping, on any lot until plans and specifications therefore showing the shape, dimensions, materials, basic exterior finish and colors, location on site, landscaping, driveway, parking, floor plan, and elevations therefore (for all of which is hereinafter referred to as the "Plans"), shall have been submitted in duplicate to and approved in writing, as to harmony of external design and location in relation to any surrounding structures and topography, by the Committee. The Committee shall have the absolute and exclusive right to refuse to approve any such Plans and specifications which are not suitable or desirable in the opinion of the Committee for any reason, including purely aesthetic reasons which in the sole and uncontrolled discretion of the Committee shall be sufficient; provided that the Committee's decision to deny an application may be appealed to the Board of Directors for review which Board may confirm, amend or modify the decision of the Committee. The Committee shall articulate its reasons for denial. Approval of some item at one location shall not be construed as approval at any other location nor set a binding precedent for approval at any other location.

(c) **The Architectural Control Committee.** The Committee shall be composed of three (3) homeowners appointed by the Board of Directors. In no event shall representatives, such as Executors or Trustees be entitled to be members of the Committee.

(d) **Architectural Control Committee: Plans Review Procedure.** At least thirty-days (30) prior to the commencement of any construction or alteration of external appearance on any lot, the Plans shall be submitted in writing to the Committee. The Committee's approval, disapproval or waiver as required in these covenants shall be in writing. The decision of a majority of the Committee, in case of any disagreement among Committee members, as to the approval, disapproval or waiver of the Committee, shall be controlling. The Committee shall make its decision within thirty-days (30) from the date of the Plans submitted to it. If the Committee fails to act within such thirty-day (30) period, the Plans shall be deemed accepted. The Member submitting the Plans shall obtain a written dated receipt from the Committee member submitted to or a return receipt from submission by Certified US Mail. If additional materials or information is requested by the Committee, the time for approval shall be extended for up to thirty (30) additional days after the materials or information requested are delivered to the Committee.

LAWN CARE

The following is a copy of the current service contract between Sterling Point Homeowners Association and Consolidated Landscaping:

I. Standard Maintenance

A. Lawn Area (Mowing)

1. All lawn areas are to be mowed on a weekly basis from April 1st to October 31st, and as required the rest of the year to provide a neat and uniformly finished lawn. The grass is to be maintained at a height of four inches.
2. All areas inaccessible to mowers will be trimmed using a string trimmer. All trimming will be at the same height of cut as the mowers (not to go below 4 inches).

B. Lawn Area (Maintenance)

1. The entire lawn area to have two (2) applications of a slow release Fertilizer; pre-emergent to be used in conjunction with spring fertilizer applications and starter fertilizer to be used in conjunction with aerating and overseeding.
2. The entire lawn area to be aerated in the fall, and overseeded with a premium quality blend of turf-type tall fescues.
3. All bare spots larger than one square foot to be prepared, seeded, and mulched. All seeding to be performed in conjunction with fertilization and aeration.
4. Broadleaf weeds will be treated with a post-emergent herbicide two (2) times per year.

C. Walks and Curbs

1. All walks and curbs will be edged at every mowing to give a clean, crisp, edge.
2. All walks and curbs will be blown off at every mowing to remove debris and grass clippings.
3. All sidewalk cracks will be sprayed to control grass and weeds.

II. Plant Beds

1. All plant beds will be sprayed or weeded by hand to control weeds.
2. Plant beds will be replenished with pinestraw two (2) times per year. The spring application includes pinestraw installed in all planting beds. The fall application includes installing pinestraw in the front planting beds only of each (unit using no more than 6 bales/unit) and the entrance.

III. Leaf Removal

Leaves will be collected three times (3) in the fall and once (1) in the spring.

IV. Shrubs and Small Trees (Ornamental Trees 4" Caliber or Less and 10' Or (Less)

All plant material will be pruned twice per year to encourage growth, remove dead material, and provide a uniform shape. No plant material over 12' will be pruned.

V. Clean-up

Property will be visited bi-weekly during the winter to blow debris from all hard surfaces and lawn areas.

VI. Annual Flowers

Flowers will be installed twice annually at the entrance (Approx. 80/spring and 80/fall).

VII. Monitor Irrigation

Irrigation system will be started and adjusted when needed in early spring and monitored for watering requirements thru late fall and winterized in December.

NOTES:

1. All pesticides will be applied under the supervision of a licensed applicator in accordance with all state and federal regulations.