

# Sundance Village of Grand Junction Home Owner's Association

## Rules & Regulations:

### **PURPOSE:**

The following rules and regulations have been developed by the Sundance Board of Directors (BODs) to ensure that Sundance Village provides a secure and well-maintained environment for Sundance residents who live in a dense urban community. These rules supplement, and do not supersede, the Declaration of Covenants, Conditions and Restrictions to which Sundance Village is governed by.

### **DEFINITIONS AND RESPONSIBILITIES**

**BOARD ELIGIBILITY:** Any member in violation of the CC&R's, Bylaws, or Rules & Regulations is not a member in good standing and is not eligible to be a Board Member.

**COMMON AREA:** The entire condominium complex excluding all of the individual units.

**OWNER:** The person(s) holding full or partial title to one or more units within the condominium complex.

**TENANTS:** The person(s) leasing/renting a condominium unit from an owner. Roommates are also considered tenants.

**GUEST:** A person(s) who does not live on the premises but who is on the premises by invitation of an owner or tenant.

**ALL OWNERS (INCLUDING BUT NOT LIMITED TO THEIR TENANTS, FAMILY, GUESTS, OR INVITEES) ARE SUBJECT TO THE RULES AND REGULATIONS SET FORTH IN THIS BOOKLET, THE "C.C. & R's AND THE "BYLAWS". OWNERS WILL BE HELD RESPONSIBLE FOR THEIR ACTIONS (INCLUDING BUT NOT LIMITED TO THEIR TENANTS, FAMILY, GUESTS, OR INVITEES).**

### **RULES FOR THE COMMON AREA – (Violations apply for non-compliance)**

1. Excessive Noise includes, but is not limited to, loud music, barking dogs, loud parties, honking horns, and is not permitted at any time. Owners and tenants should be considerate of their neighbor by minimizing noise after 10:00 p.m.

2. Parents are responsible for ensuring that their children behave in a way that does not disturb other tenants or disrupt people at the condominium complex. Children must be supervised at all times when in the common area of the complex.
3. Trash and garbage, etc., must be deposited inside the trash dumpsters provided and not left on the ground around the dumpsters. All boxes must be broken down before depositing in the dumpster. Never leave or deposit furniture, tires, batteries, paint cans, or appliances in dumpsters. These items must be disposed of by the owner at the local landfill. See notices posted at dumpster locations. A one time assessment to dues of all residents to cover cost of special trash pick-up may apply for non-compliance.
4. No personal property of any type may be stored or left in the Common Area.
5. All residents using bicycles, scooters, skateboards, roller skates, and roller blades must be respectful of people walking on the sidewalks. The sidewalks are intended primarily for walking due to their width. All other activities should move to the street for safety reasons.
6. Balcony, garage, patio, or yard sales are NOT permitted. Garage sales may be considered by permission from the BOD. The sale must be open only during regular business hours and in the garage unit of the facilitator of the sale. The request must be submitted in writing two (2) weeks prior to the sale. The sale may only last for the duration of two (2) days. This will be permitted only one time per calendar year for each unit that is used as a primary residence.
7. No advertising or signs of any character shall be permitted in the common areas. Realtor key lock boxes are not permitted on exterior railings and "For Sale" or "For Rent" signs are to be placed only on the interior side of windows within the condominium.
8. No antennas or satellite dishes are permitted unless professionally installed and approved by the BOD.
9. Per Sundance Village insurance, no charcoal grills are allowed due to a potential fire hazard. Only gas grills are permitted.
10. Unsightly objects shall not be placed or stored on a patio or balcony where they may be seen by other owners, tenants or by the public. This includes, but is not limited to, towels, personal effects, appliances, household items, lawn figurines, etc.
11. Plants on individual patios or balconies affect the aesthetic value of the Complex and must be kept in presentable condition. Planters will not be placed on the upper story patio fences, ledges, or stairs due to safety and insurance reasons.

12. All Christmas trees brought into or removed from the Condominium complex must be completely enclosed in paper or plastic wrapping to prevent littering of the sidewalks, drive ways with branches and needles. Violation of this rule will result in a fine of twenty-five (\$25.00) dollars plus the cost of clean-up as billed by the maintenance service.
13. Access to electrical and/or maintenance rooms are restricted.
14. Only vehicles that belong to residents may be washed within the complex. Vehicles belonging to their visitors, guests, or employees are not to be washed. Washing of vehicles is a privilege and may be revoked if noticeable disrespect is observed or reported. This includes but is not limited to: excessive vehicle washing, leaving water on for improper amount of time, spraying water at other vehicles or people, etc.
15. Owner responsibilities for maintaining the security and privacy of fellow residents are, but not necessarily limited to being directly responsible for the actions of their family, tenants, guests, invitees, etc. Sundance Village of Grand Junction is the private property of the Association members.
16. A non-refundable fee of twenty-five (\$25.00) dollars will be assessed at closing time, to cover the cost of providing a copy of the CC&R's, Bylaws, and Rules & Regulations. A fee of Twenty-five (\$25) dollars will be charged for replacement copies of these documents or additional copies of these documents to distribute to their tenants. (It is the Owners responsibility to furnish these documents to their tenants prior to move in).
17. All owners must provide to the Homeowners Association information regarding the persons residing in their Units. This includes emergency contact phone numbers, Names of all residents, Vehicles and License Plate numbers. An "Owner Information Form" is available for this purpose. The identification of our residents is necessary to enforce Common Area and Parking regulations. (See Appendix A)
18. In an emergency or concerns regarding Common Area damage (broken pipes, roof leaks, etc.) and Parking infractions contact:

HOAServices INC  
607 S 7th St  
Grand Junction, CO 81501  
970-812-3192

#### **LEASING / RENTING UNITS – (Violations apply for non-compliance)**

1. All "Lease/Rental" agreements should contain a statement that failure to comply with the CC& R's and/or Rules and Regulations, etc., constitutes a default under the lease and is grounds for immediate eviction (this is to protect the Owner and the Home Owners Association).

2. Within two (2) weeks after the agreement is executed, an Owner must provide the Association a copy of the executed lease/rental agreement or a certification letter stating that their lease is conforming to all of the Association Documents (CC&R's, Bylaws, Rules & Regulations) of the Association.
3. An owner has the obligation to evict a tenant if they (tenants) continually refuse to comply with the HOA's "Rules and Regulations." Owners are responsible for any fines levied against the property due to covenant violations incurred by their tenant.
4. It is the responsibility of the owner to submit the "Sundance Village Tenant Information Form" for recording of needed tenant information. (See Appendix B)
5. It is the owner's responsibility to provide tenants with a copy of CC&R's, Bylaws, and Rules and Regulations and overview the documents with the tenants prior to move in. It is also the owner's responsibility to provide unit keys, garage keys and mail box keys to their tenant.
6. Property management service is provided to the Owners of Sundance Village of Grand Junction. All tenant concerns of the HOA's functions/community are to be directed through the Owners.

**\*\*See Appendix C for Home Owner's Association Rental agreement and required forms.\*\***

## **OCCUPANCY OF UNITS**

NO OWNER SHALL OCCUPY OR USE THE UNIT, OR PERMIT THE SAME OR ANY PORTION THEREOF TO BE OCCUPIED OR USED FOR ANY PURPOSE OTHER THAN A PRIVATE SINGLE-FAMILY RESIDENCE FOR SUCH OWNER AND THE FAMILY, OR THE TENANTS, SOCIAL GUESTS, SERVANTS, EMPLOYEES, AND INVITEES. AN INDIVIDUAL LIVING IN THE COMPLEX WILL BE CONSIDERED AN OCCUPANT AFTER FORTY-FIVE (45) DAYS IN ANY THREE HUNDRED AND SIXTY-FIVE (365) DAY PERIOD. (See Addendum A, section 12.1)

## **PET RULES – (Violations apply for non-compliance)**

1. ALL COUNTY AND CITY ORDINANCES PERTAINING TO ANIMALS SHALL BE ENFORCED IN ALL AREAS OF THIS CONDOMINIUM COMPLEX.
2. No tenant will be permitted to bring/have pets within Sundance Village Condominium Community.
3. No livestock, birds, poultry, reptiles, or insects of any kind are permitted. Only dogs, cats, and/or other bona fide household pets are permitted at the condominium complex.

4. All owners choosing to have pets must meet the maximum weight allowed by the Home Owners Association. The BOD has approved a maximum weight limit for any household pet to be 40 pounds. Any pet over this limit is not permitted in the community.
5. ALL DOGS THAT ARE NOT HAND HELD MUST BE KEPT ON A LEASH AT ALL TIMES WHEN IN THE COMPLEX COMMON AREA. All pet owners within the community must follow the City of Grand Junction Pet Regulations.
6. It is the owner's responsibility to clean up pet waste anywhere within the community (i.e. shared common areas/green space, sidewalks, streets, etc). Pet owners may not allow pets to urinate or defecate on patios or balconies. Any instance of pet waste on patios or balconies that occurs as the result of an accident shall be cleaned up immediately so that the odor does not disturb other Owners or Tenants.
7. Any expense incurred because of damage by an animal to any condominium property, real or personal, is the responsibility of the animal's owner. Reimbursement for damages will be asked for promptly.

**PARKING REGULATIONS – (Violations apply for non-compliance)**

1. It is strongly encouraged that all Owners and Tenants park in their garages to minimize overcrowding on streets within the condominium complex.
2. Due to limited space, parking within the subdivision is for residents and short term guests only. All others are strongly encouraged to park on F ¼ Road. Unauthorized vehicles will be towed at the owner's expense.
3. Parking for Sundance Village residents is only allowed on Sundance Village property. Thunder Mountain drive is a private, not city, street and is owned and maintained by the Home Owners Associations that front it. Other associations have marked their parking locations. If you choose to park on their property you are subject to their Rules and Regulations.
4. At any time exceeding 8 hours, any resident of Sundance Village is only allowed to park one (1) vehicle on Thunder Mountain Drive due to limited space. Vehicles will be towed at owner's expense and fined not in compliance.
5. Owners having visitors who wish to park their vehicles for more than 2 days must submit a written request to the Board of Directors for additional parking privileges.
6. Parking in the garage Common Area, an emergency lane, and handicapped access area or in the driveways is prohibited. Vehicles parked in these areas will be towed according to local and state ordinances at the vehicle owner's expense.

7. Owners and Tenants shall not park in the spaces designated as “Handicapped Parking Only” unless they have a valid permit to do so.
8. No parking is allowed in the Common Areas except in designated parking areas. Boats/trailers, trailers of any kind, and other recreational vehicles, company or work vehicles, and large trucks shall not be parked in designated parking areas. Any vehicle that is found not to comply and/or obstructs traffic will be towed away immediately.
9. All vehicles parked in the common area for more than 8 hours that cannot be identified will be towed at the vehicle owner’s expense.
10. No Owner, Tenant, or Guest shall construct, repair, service, or maintain any motor vehicle within any portion of the Common Area except for emergency repairs necessary to permit the movement of the vehicle to a proper repair facility.
11. Owners and Tenants are responsible for the removal of oil and grease spots left by their own vehicle(s).

#### **RULES GOVERNING EXTERIOR ALTERATIONS**

1. Any exterior alterations, modifications, additions, etc., including but not limited to patio covers, patio shades, etc., are not permitted.
2. Aluminum foil or other opaque materials may not be used as a window covering under any circumstances.

#### **ADMINISTRATION OF RULES**

1. All Owners and Tenants of the Condominium Complex are asked to work together to enforce the rules and regulations and to do so in a courteous and cooperative manner. Anyone wishing to report a violation may do so in writing as follows: (1) state the nature of the violation; (2) the person(s) or unit(s) involved; (3) the date/time and the place of the violation(s) and (4) email or mail above information to one of the Board members at [Sundance1HOA@live.com](mailto:Sundance1HOA@live.com).
2. An Owner, Tenant or Guest who acts in violation of the CC&R’s, the bylaws, or other Board approved Rules and Regulations and whose actions result in damage to personal or real property belonging to the HOA shall be fined immediately without warning for the cost of repairing or replacing the damaged property. For less serious violations, the Owners or Tenants are entitled to one WARNING VIOLATION LETTER. Failure to remedy the condition or repeated additional violations will result in a FINE. Anyone who has been charged with a violation of the CC&R’s, the bylaws, or any other Rule(s) will be

notified in writing of the alleged violation, the amount of the fine, and how long they have to appeal the violation.

3. Any Owner(s) or Tenant(s) who violate(s) any of the rules set forth herein or covered in the CC&R's shall be subject to remedial procedures in the following order:

**PARKING VIOLATIONS**

1<sup>st</sup> offense - written warning

2<sup>nd</sup> offense – possible written warning and \$50.00 fine

3<sup>rd</sup> offense - \$100.00 fine or greater (and other measures deemed appropriate by the BOD)

All parking violations are subject to having the vehicle towed at the owner's expense.

**ALL OTHER VIOLATION ARE SUBJECT TO THE FINES BELOW**

1<sup>st</sup> offense – written warning

2<sup>nd</sup> offense - \$50.00 for the same violation

3<sup>rd</sup> offense - \$100.00 (or greater) for the same violation or other measures deemed appropriate by the BOD

4. Note: All fines for parking and non parking related violations are subject to a \$25.00 administration fee in conjunction with the fine. All fines not received within 14 days of issuance will be assessed an additional fine of \$100.00 and the possibility of a lien applied against the property. Any other subsequent cost incurred by the Association in the process of filing a lien will be passed on to the unit Owner.
5. The Homeowners' Association has the right to file a court action and to impose a lien to recover any sums not promptly paid as the result of a fine, repair, assessment, etc., against Owner, Tenant, guest, or other occupant. The Board may also assess delinquent charges and interest for late payment of such fines, suspend the right to use the recreational facilities and suspend voting rights in the Homeowners Association until payment is received. (Article XIII – Section 13.1 & 13.2 Recovery of Costs shall apply).

**\*\*Appendix A\*\***

**Sundance Village of Grand Junction HOA**

**OWNER INFORMATION FORM**

It is a requirement that the Homeowners Association has certain information on all of our residents. Furnishing of this information is mandatory for all owners of the Association. This information includes such items as emergency contact numbers and persons, vehicles and license numbers, and names of all people living in each unit. It is also the obligation of the owners to notify the Board of any changes.

We want to assure you that other than names of individuals, all other information will be kept confidential and will only be for use by the Board of Directors of the Association. Please mail this form to Turnkey Consulting LLC. Your cooperation and prompt response is appreciated. Please print or type clearly.

Unit Number \_\_\_\_\_ Garage Number \_\_\_\_\_

Owner's Name (s) \_\_\_\_\_

Address \_\_\_\_\_

Phone number-Day \_\_\_\_\_ Evening \_\_\_\_\_

Cell or other numbers  
\_\_\_\_\_

Email address (not mandatory) \_\_\_\_\_

Person(s) to contact if you cannot be reached-name and phone number  
\_\_\_\_\_  
\_\_\_\_\_

Names of all people living in the unit including ages of all those **under 18**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vehicles		
Make	Color	License Plate No.

_____	_____
_____	_____
_____	_____
_____	_____

Owners Signature \_\_\_\_\_ Date \_\_\_\_\_

**\*\*Appendix B\*\***

**Sundance Village of Grand Junction HOA**

**TENANT INFORMATION FORM \***

The Homeowners Association must have a record of all persons living in the complex. It is mandatory that all owners supply the Homeowners Association information regarding their tenants and all persons living in their units. Please mail this information to Turnkey Consulting LLC. Your cooperation and prompt response is appreciated. Please print or type clearly.

Unit Number \_\_\_\_\_ Garage Number \_\_\_\_\_

Names and phone numbers of all persons living in unit (include age only if under 18)

\_\_\_\_\_ Age \_\_\_\_ Phone \_\_\_\_\_

Emergency contact for tenants if they cannot be reached

\_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

**Vehicles**

**Make**

**Color**

**License Plate No.**

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owners Signature \_\_\_\_\_ Date \_\_\_\_\_

**Notes:**

\* This information will be kept confidential and is for the Board of Directors use only

\*\*Appendix C\*\*

## Sundance Village of Grand Junction HOA

### Owner and Tenant Lease Agreement

For the protection of the Homeowners Association it is necessary that we have a copy of all lease agreements. The reasoning for this is that your lease is giving your tenant direct access to the Association's Common Area (The Grounds, Building Structure, Garage Structure, Parking Areas, Private Streets, Side Walks, Mail Boxes, etc.).

This requirement is necessary for the Association to make sure that all leases conform to the Project Documents (CC&R's, Bylaws, and Rules & Regulations). See Section 10.15 of the CC&R's and the Leasing / Renting section of the Rules & Regulations.

#### Leasing Requirements as regulated by Sundance Village Homeowner's Associations

1. Any lease of a unit must be in writing and supply the appropriate legal documents.
2. Any lease must be for an initial term of not less than 1 month and is subject to the governing documents of the Condominium Association. Please see Rental / Investment Policy
3. No tenant will be permitted to bring or have pets within the Condominium Association. No exceptions.
4. An increase in monthly dues will be assessed to the owner of the leased unit. You will receive a statement declaring the standard increase for rental units.

Please forward a copy of your lease(s) and a signed copy of this letter within 14 days of signing the lease for your property. If you so choose, you may blacken out any financial information (Rent, security deposit, cleaning fee). This is not of interest to the Homeowners Association nor is it any of our business.

In addition to this we also require that you send us a completed copy of the Tenant Information Form (See Appendix B). This is required so that we know who is residing in our community and has the use of the Association's Common Areas. *Without this information your Tenants will be restricted from using any of the Association's Common Area.*

Non-compliance with this request within 14 days will result in a fine. (See Rules & Regulations – Leasing / Renting Section).

You will be found not compliant if the Association does not receive all documents listed above and the lease will violate the CC&R's and Rules and Regulations set forth by the Associations Board of Directors.

Your cooperation in this is greatly appreciated.

Owners Signature \_\_\_\_\_ Date \_\_\_\_\_

Please provide tenant signature which states that they have been given the Project Documents and that they agree to follow the set rules and regulations and governing documents of the community. Any violation constitutes a default of the HOA lease agreement and a default of the Owner/Tenant lease agreement:

Tenants Signature \_\_\_\_\_ Date \_\_\_\_\_

Any default on the signed agreements related to the leasing/renting of property is grounds for immediate eviction.

Please mail all forms and documents to:

HOAServices INC  
607 S 7th St  
Grand Junction, CO 81501  
970-812-3192

Sundance Village of Grand Junction HOA