



# Sundial HOA Rules & Regulations

For Crestview Acres Filing NO. 3 & 4

Adopted by the Board of Directors 2017

The governing documents of the Association are (1) the Declaration of Covenants, Conditions and Restrictions of Sundial Townhomes recorded at Reception No. 203130801 of the records of El Paso County (the "Declaration"); (2) the Articles of Incorporation and the Bylaws of Sundial Townhome Homeowners' Association, Inc. These governing documents will be regarded as controlling in the event of any conflict between the provisions contained herein and the provisions of the governing documents.

The governing documents were drafted for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivision and to be binding on and inure to the benefit of all parties having any right, title or interest in the subdivision or any part thereof, their heirs, successors and assigns. When buyers take ownership of their Lots, they agree to abide by the governing documents, which, in accordance with intent of those provisions, are for their own benefit and the benefit of their neighbors as well. Buyers should read and review all governing documents prior to signing any contract or closing upon ownership of a Lot. Therefore, in addition to this document, please read and understand the governing documents.

An owner of a Lot shall advise his or her guests, occupants, and tenants of these Rules and any future rules, and the owner shall be responsible for compliance by such people, including without limitation, the payment of fines and the removal of any persons, dogs or pets from the premises if any violations occur. Any person entering Crestview Acres, Filing No. 3 & 4 shall be deemed to be aware of the governing documents, these rules and future rules, and to agree to comply fully and promptly with those requirements.

Please be reminded that this document highlights many of the common issues that surface, but is by no means exhaustive. The Board may adopt individual rules at particular times and amend these rules and regulations from time to time. For clarification, fuller explanation or additional information, owners and tenants should refer to the governing documents and to the more current copies of the Rules and Regulations. Copies of the Rules and Regulations are available by writing to the Association in care of Balanced Bookkeeping & Community Association Management.

## "INTRODUCTION"

Acting on the authority granted by the Section 38-33.3-302(1)(a) and (k) of the Colorado Common Interest Ownership Act, as well as the Declaration, Articles and Bylaws of Sundial Townhome Homeowners' Association, Inc. (the "governing documents "), the Board of Directors has adopted the following rules to address matters not specifically detailed in the governing documents, and to adopt rules for the enforcement of these rules and the provisions of the governing documents.

The Association is a nonprofit corporation, which is directed by its Board of Directors. The Board is elected by the homeowners at the annual meeting each year or is appointed to fill vacancies. The Board is a group of volunteer homeowners, which meets on a regular basis to conduct the business of the Association; that is, to exercise discretion and reasonable efforts, to keep up maintenance and repairs as needed, to take steps to be sure the contractors are honoring their service agreements, and to attempt to see that violations of the governing documents are corrected.

## **I. TOWNHOME ASSOCIATION MANAGEMENT**

*(Article V, Section 5.6)*

A. As of January 2013, a Management Company has been contracted to handle the day-to-day enforcement of the Rules and Regulations, Declarations and Bylaws. The Managing Agent has been authorized to take those actions necessary to ensure all residents and visitors are compliant relative to the standards and goals of the community.

B. In the event of an emergency, problems within the complex or anything requiring the Board's consent the Management Company is the first point of contact. Management Company contact information is provided below.

C. Our Management Company is Balanced Bookkeeping, P. O. Box 25696, Colorado Springs, CO 80936. Telephone number: 719-593-9811.

## **II. LEASING, RENTING OF TOWNHOMES**

*( Article VII, Sections 7.2)*

A. All Homeowners who rent or lease their townhome must contact the Management Company whenever they rent their townhome. A copy of the Lease/Rental Agreement, fully executed, will be provided to the Board of Directors through the Association's Management Company within 30 days.

B. Owners are responsible for providing their tenants with a copy of these rules and regulations upon signing a lease.

C. No short term rentals are allowed, the lease must be a 6 month minimum.

D. The following provision must be included in all leases. All townhomes that are rented beginning the date of the lease and hereafter must comply with this requirement.

- *“Tenant (the “Lessee”) shall abide by and comply with all provisions of the Declaration, Bylaws, and Rules and Regulations of the Sundial Townhome (the “governing documents”), and shall control the conduct of all other occupants and guest in order to ensure compliance with the foregoing. Lessee acknowledges that the violation by Lessee or any occupant living with Lessee of any provision of the governing documents shall constitute a default under this Lease, and will cause the Owner to be responsible for all violations and losses caused by such occupants. If the Lessee or other occupant is accused of violating the governing documents, the Lessee will be entitled to the same procedure to which an Owner would be entitled prior to the imposition of a fine or other sanction. If a fine is imposed, such fine may be assessed against the Lessee and if that fine is not paid by the Lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the Lessee’s failure to do so, and such fines shall constitute additional rent owed to the Owner as provided for in the Lease.*
- *Any violation of the governing documents by Lessee or any occupant is deemed to be a violation of the terms of the Lease and authorizes the Owner to terminate the Lease without liability and to evict the Lessee in accordance with Colorado law. If Owner fails to begin eviction proceedings after written notice from Association to do so, the parties to this Lease hereby delegate and assign to the Association, acting through the Board, the power and authority of enforcement against the Lessee for breaches resulting from the violation of the governing documents, including the power and authority to evict the Lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney’s fees and court costs associated with the eviction shall be assessed against the Unit and the Owner thereof.”*

E. Rented units shall be used for residential purposes only. No part of the development shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purpose.

### **III. ROADS, DRIVEWAYS AND PARKING AREAS**

*(Article VII, Sections 7.13 and 7.16)*

- A. Vehicular traffic within the complex shall not exceed 5 mph. Residents and guests are urged to drive with extreme caution throughout the complex.
- B. Residents and guests are not to use the streets and driveways as play areas.
- C. No car maintenance shall be done in the common areas.
- D. All vehicles shall meet local noise requirements. Automobiles or motorcycles without mufflers in good working order are prohibited.
- E. No boats, trailers, inoperative vehicles (i.e. vehicles that are unmovable under their own power or not current with State licensing codes), RV's, or trucks larger than 3/4 ton shall be parked on the complex without the express written consent from the Board. Such vehicles are subject to immediate removal (towing) at the owner's expense.
- F. All vehicles must be properly maintained. Any damage caused to the complex by improperly maintained vehicles will be repaired by the Association and charged as an expense to the Homeowner/Occupant.
- G. Parking is allowed only in designated parking areas, and all fire lanes around the complex must be kept unobstructed at all times per fire code regulations.
- H. Residents who are gone for an extended period must either store their car in their garage or off property. Please also notify the board so they can help you with this. Leaving your car on property could result in your car being towed off property if the HOA is doing a project where all cars must be off property.
- I. Vehicles that are parked in subdivision parking spaces in violation of these Covenants, without current license plates or have not been moved for a period of seventy-two (72) hours or longer shall be determined abandoned and may be towed and/or ticketed. If a resident intends to leave a vehicle parked for more than seventy – two (72) hours because of absence from the community the resident is responsible for notifying the management company and gain permission for parking.
- J. Any vehicle parked illegally, or in violation of the Declarations or these Rules and Regulations, may be removed by the Association at the expense of the offending party.

### **IV. STORM DOOR INSTALLATIONS**

A. Homeowners may install storm doors or storm/screen combination door (not screen only doors) at the front entrance of a unit, with the following restrictions. The door must be metal. The color of the door must match one of the colors of the building exterior, including white. There must be no decorative elements in the design of the door. Glass must be clear, not tinted. Homeowners are encouraged to contact Board Members or the Managing Agent with any questions regarding appropriateness of doors they would like to install. A homeowner may submit in writing a request for exception to the Board for approval if the door they want to install does not meet the criteria stated above.

## **V. SIGNAGE & FLAGS**

*(Article VII, Section 7.6 )*

A. The board of Directors shall approve all signs prior to installation for appropriateness, size, and placement.

B. No sign, advertisement, notice or other lettering shall be permanently displayed, exhibited, inscribed, painted or affixed by any homeowner or occupant on any part of the unit's windows or doors. "For Sale" and "for Rent" signs may be displayed on the interior of a unit's window, but such signs shall not exceed four (4) square feet in size. No signs shall be placed in the common area.

C. Two signs no larger than one hundred (100) square inches indicating a security system may be placed on the exterior of the property.

D. American, other nationality flag or military service flag may be displayed in a manner consistent with the federal flag code, P.L. 94-344, 9 STAT. 810: 4 U.S.C. 4 TO 10; please contact the Managing Agent for location requirements. Size is limited to 3 feet by 5 feet. However, lighting of a flag is not permitted. Therefore, flags shall be required to be removed daily in accordance with proper etiquette for the display of a national flag. No other flags or banners shall be permitted.

E. No Homeowner or Occupant shall put plastic sheeting, solar film or similar product on any window in the unit without the prior written consent of the Board.

F. One political sign no larger than five (5) square feet per political office or issue may be displayed, in your immediate area, forty-five (45) days before the election and remain for seven (7) days after election.

## **VI. SATELLITE INSTALLATION**

*(Article VII, Section 7.10)*

A. No satellite dishes shall be affixed to the exterior of a townhome (including the roof) with the exception of those that were grandfathered prior to January 2005.

Contact the Managing Agent **prior** to installation of any satellite dish. The board has the right to make the homeowner remove any satellite dish affixed to the exterior of a townhome and repair any damage at the homeowners' expense. The recommended installation is on a pole low to the ground or on the patio fence.

## **VII. GROUNDS, SIDEWALKS AND COMMON AREAS**

*( Article VII, Section 7.19)*

A. The sidewalks and entrance areas must not be obstructed or used for any purpose other than ingress or egress to and from your unit. Decorations such as planters may be used if they do not obstruct a pathway or entry for occupants, neighbors, firefighters or police officers. Planters or other decorative arrangements must be kept in good order and repair and must be in good taste as to not offend or disturb other homeowners.

C. Common areas should not be used for the storage or temporary placement of anything. This includes toys, lawn hoses, bicycles, etc.

D. No Homeowner or Occupant shall plant flowers, plants, gardens or any other shrubbery in the Common Areas, except as approved by the Board.

E. Vehicles/bicycles driving across the lawn and other landscaped areas are prohibited.

F. No Homeowner or occupant shall erect any form of aerial, antenna, poles, wires or similar objects, or unsightly objects of any kind for the purpose of radio, or hi-fi reception on any patio, front porch, roof or other building exterior without the prior written approval of the Board. See "SATTELITE INSTALLATION" for information regarding such.

G. Exterior alterations to a unit or additions of any type are not permitted without the written consent of the Board. A written request, including a sketch, must be submitted to the Board for approval.

H. No article (e.g. clothing, tarps, rugs, etc.) shall be hung from patio enclosures, doors or windows for periods of time exceeding 24 hours.

I. Any damage in the common areas caused by an owner, resident, their agent or visitor will be repaired by the Association at the expense of the owner and occupant.

## **VIII. CHILDREN**

A. Children must be closely supervised at all times. Children shall not be left unattended within the common areas. All toys, children's play articles, etc., must be stored inside the living unit when not being used.

B. Homeowners and Occupants are responsible for any damage done by their children or guests to the building exterior, fences, grounds, landscaping or common areas. Parents/guardians shall monitor their children to avoid unnecessary noise that may disturb other residents or cause damage to the property.

## **IX. PETS**

*(Article VII, Section 7.3)*

A. Pets (dogs or cats) shall be restrained on a leash at all times when allowed outside of the residence, accompanied by the pet owner at all times. Tethers and/or portable fences are allowed so long as the owner is attending to the pet and they are in good repair and taste so as not to annoy other homeowners. Tethers and/or portable fences must be removed for the purposes of landscaping (grass mowing, aeration, weed control, etc).

B. Owners of pets (dogs or cats) who defecate in the community must pick it up immediately. No dog or cat shall be allowed to damage the grass, trees, shrubs, or other portion of the common elements. Damage will be repaired by the HOA and assessed to the homeowner.

C. The following animals are prohibited: Wild non-domesticated animals (such as reptiles and wolves), trained guard dogs, attack dogs, pets that have bitten or attacked, or a pet that has vicious tendencies that must be restrained when people are present.

D. Each Unit shall be permitted no more than two (2) dogs, cats or other household pets at any time. Dogs shall be limited to seventy- five (75) pounds or less.

E. All pets shall carry proper governmental tags and rabies vaccinations as required by law.

F. No animal shall be kept for the purpose of breeding, boarding or commercial purposes. Owners of pets must keep their pets confined to the property they occupy. No dog runs of any nature shall be permitted in any common area.

G. Nuisance barking is not allowed in the community. Nuisance barking is a continuance of barking that causes disturbance to the peace of the community.

## **X. SKATEBOARDS AND ROLLER BLADES**

A. There will be no skateboards or roller blades allowed upon the private streets, sidewalks or grass areas of the complex common areas.

## **XI. Trash Collection and Removal**

*( Article VII, Section 7.15)*

A. The Association has contracted with a waste removal provider for the servicing of all townhome units within the Sundial community. The expense for such service shall be included as a common expense.

B. All refuse must be placed in the trash receptacles that contain a lid that will protect the trash from being blown throughout the community prior to pick up. Trash may not be stored on the porch or surrounding area of the residence.

C. All additional refuse in excess of that which fits within the designated container shall be the sole responsibility of the Owner for removal and shall not be charged to the Association (i.e. furniture, appliances, carpet. etc.)

D. All units must keep their trash totes in the garage except on the designated pick up day.

## **XII. Lots to be Maintained**

*(Article VII, Section 7.7)*

A. Porches may not be used as storage areas nor in any way distract from the appearance from the building.

B. No awnings or other projections shall be attached to the outside walls of the building unless specifically approved by the Board of Directors. No blinds, shades or screens shall be attached to, hung, or used in conjunction with any patio, window or door of the exterior of the residence without the prior written consent of the Board of Directors. The Board may regulate by rule the color and appearance of drapes, shades, blinds and window coverings. No Homeowner or Occupant shall put plastic sheeting, solar film or similar product on any window in the unit with the prior written consent of the Board.

C. All residents and occupants shall use care in securing items or fixtures kept on porch areas to ensure items are not blown from porch.

D. Porch areas shall not be used as an animal control area if such confinement causes the animal to create a nuisance either by noise or odor which in the sole



discretion of the Board is an unreasonable nuisance to the living enjoyment of others.

E. No patio or porch area shall be enclosed by means of screening or otherwise unless specifically approved by the Board of Directors.

### **XIII. Snow Removal**

A. The Association shall contract with a ground maintenance provider which shall provide snow removal within the community as follows:

B. Owners shall be responsible for managing, with reasonable care, the safety of the entryway and sidewalk adjacent to their residence when accumulation of ice or snow is less than 3".

C. A pathway shall be cleared on all sidewalks and entryways upon receipt of an accumulation of 3" or more, on average, within a reasonable time frame in order to provide reasonable access to and from the residence for emergency purposes; complete clearing of the sidewalk and entryway shall be completed within 24 hours once the storm has ended.

D. Streets within the community shall be plowed upon receipt of at least 3" of snow. Snow and ice removal shall be completed within the asphalt areas to be best of the ability of the subcontractor subject to the interference of vehicles parked within the subdivision.

E. Stockpiling of snow may be necessary when a high volume of snow is received. The subcontractor shall endeavor to keep as many parking spaces available as possible, recognizing that locations for stockpiling are limited due to landscaping and other amenities within the common areas.

F. Owners may apply **only** apply sand to icy areas when appropriate and must be cleaned up within 48 hours after the ice melts.

### **XIV. MISCELLANEOUS**

A. Homeowners and/or Occupants shall not create any situation wherein their actions or conduct, as determined by the Board or Managing Agent, represents a nuisance or disturbance to the peace and tranquility of other residents. This includes, but, is not limited to offensive odors, noise such as continuously running appliances, loud radios, televisions, music systems, slamming doors/ cabinets, wind chimes, late night parties, loud voices, excessive animal barking, etc. "Quiet time" will be 9:00 p.m. to 7:00 a.m. every day. (*Article VII, Section 7.12*)

B. Window air conditioners and fans, which protrude past the screen area of the window, are prohibited in windows. (*Article VII, Section 7.6*)

C. Holiday decorations may be displayed 30 days prior to the holiday and shall be removed within 14 days following the holiday.

## **XVI. DUES**

A. Association assessments are based upon an annual budget adopted by the Board of Directors. As stated in the recorded documents, assessments are payable on or before the first of each month. There is a 10-day grace period. Assessments received after the 10<sup>th</sup> will incur a \$50.00 late fee, in addition to interest at the rate of 21% per annum. Additional remedies are defined in the covenants.

## **XVII. Amendments**

*(Bylaws Article IV, Section 4.2)*

A. These rules and regulations may be changed or added to by the resolution of the Board of Directors.

## **XVIII. Purpose and Construction**

*(Bylaws Article IV, Section 4.2)*

A. These Rules are adopted pursuant to the Declaration and Bylaws and are intended to preserve the community's appearance and value and to promote the health, safety, and welfare of its residents. In no event shall these Rules be construed to alter or amend any provisions of the Declaration or Bylaws, the provisions of the Declarations or Bylaws shall control.

## **XIX. Marijuana and other drugs**

*(Bylaws Article VII, Section 7.9)*

A. "No Owner or other Person shall use or allow the use of any Lot in any way whatsoever for the purpose of cultivating, producing, processing, manufacturing, packaging, advertising, distributing, transferring, selling, storing, or providing any drug or substance which is illegal or prohibited under Federal, State or Local laws or regulations or under the Association Documents. In addition, the cultivating, producing, processing, manufacturing, packaging, advertising, distributing, transferring, selling, storing, or providing of marijuana, hash, hemp, or any related product or substance is strictly prohibited within the Community Area. No Lot shall be

used in any way whatsoever which violates this Section. Any violation of this Section is hereby declared to be a nuisance and may be enjoined or abated by the Association or any Person entitled to enforce the provisions of this Declaration and may result in fines and other enforcement activity in the sole discretion of the Board.”

**Effective Date**

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary /Treasurer