

Sundowner Condominium Homeowners Association

Rules and Regulations

Sundowner Homeowners Association Community Rules

The rules contained in this handbook are designed to establish minimum standards to guide the collective actions of homeowners and residents to achieve and sustain the highest possible quality of life, to protect the interests of individual homeowners, to be good neighbors, and to positively contribute to the betterment of the surrounding community. To achieve these goals requires every Sundowner Community resident and homeowner be committed to a high degree of mutual cooperation and respect essential for a harmonious condominium community.

It is the desire of the Management Committee of Sundowner Condominiums, the unit owners and the residents of Sundowner Condominiums to live in a condominium community that is orderly, peaceful and desirable. The Management Committee therefore sees fit to enact Community Rules that will allow for and protect the comfortable enjoyment of all residents of Sundowner Condominium. To further these objectives, the Management Committee is authorized pursuant to the provisions of the Declaration of Covenants, Conditions, and Restrictions for Sundowner Condominium ("Declaration"), to adopt and enforce rules to govern the affairs and operation of Sundowner Condominium Project;

Homeowners and residents are urged to read these rules and become fully acquainted with the contents. Over a period of time we have found most of the questions referred to the Management Committee are answered in these pages.

The handbook should be transferred to the new owner unit upon the sale of the unit.

Contact Information:

Each owner and renter shall provide the Management Committee with contact information, including cell number and or landline, email address and mailing address if the owner does not live in the condos. Owners who request to only receive communication by mail will be charged a \$2.00 fee each month.

COMPLIANCE & PROCEDURE

Complaints and or Violations:

Complaints and violations of the rules will be enforcement by the Sundowner Homeowners Association or agent. All complaints and violations shall be made in writing to the Management Company via online owner's portal or email to info@hoastrategies.com. All correspondence shall include the following, Name, Date, Unit address, Phone/Cell number, and Email address.

The Management Committee or agent shall enforce all Rules of the Association:

Owning a unit legally commits owners and or their tenants to abide by the Community Rules.

Rules Changes:

These Rules may be modified or replaced at any time by vote of the Management Committee.

Management Committee:

Management Committee members or their agent may take appropriate action to remove immediate danger to persons or property not otherwise named.

Restrictions of Privileges:

Restrictions or privileges such as; use of the Club House, Swimming Pool and Voting Rights shall be imposed upon the residents and their families and or anyone who violates the Community Rules and Regulations. Restrictions will be with severity and or frequency of the violations and will be included in written notice to those who are restricted.

Legal Action:

The HOA and any owner affected by breach or violation of the rules herein set forth or adopted in the future shall have the following remedies against any owner, renter of any owner, guests of any owner or tenants.

1. A legal action to recover damages.
2. Enforcement of Rules by action for injunctive relief.

Enforcement of Rules by action for injunctive relief:

In the event the HOA brings any of the above actions and prevails in that action, the Association will be entitled to recover all court costs and reasonable attorney's fees.

Tenants, Guests and their dependents:

It is the owner's responsibility to ensure that their dependents, guests or tenants are familiar with the Rules and Regulations and they comply with said Rules and Regulations.

Maintenance Fees:

Maintenance fees are due on the first of each month and deemed late if not paid by the 15th of the month. Payment must be made to Sundowner Condominium. A \$50.00 fine will be assessed if not received by the late date. There will be a \$25.00 fine for all returned checks plus the \$50.00 late fee. Outstanding balances will be subject to collections and cost of said collections and or attorney fees and court costs.

Building and Repairs

Emergencies and repairs:

Any member of the Management Committee and any agent authorized by the Management Committee with prior coordination and consent from owner may enter any unit at any reasonable hour of the day for any purpose permitted under the CC&R, Bylaws, or these rules. The Management Committee may enter without prior coordination to remove or correct immediate dangers.

Building and the Grounds Maintenance:

Emergency repairs such as broken water lines, roof leaks, sprinklers system breaks or any condition which may cause imminent damages to persons or property must be reported to the Management Company and or Management Committee.

Individual Liability:

Repairs of any damage to buildings or common areas, including plants and flowers, caused by residents, their dependents, guests, pets, or workers they may hire shall be paid for by the unit owner.

Disagreements between residents:

Disagreements regarding actions of other residents and/or their guests or dependents, must be settled between the parties concerned, or through civil action. If situations escalate as to become a community nuisance, or if local police are called to address the same issue of more than two occasions within a year, the Management Committee may elect to seek legal action if owners are involved, or to seek eviction if a tenant is involved. Management Committee involvement is determined by Management Committee vote.

Nuisance:

A resident shall not create noise or allow noise to be created within a unit that can be heard in another unit or outside his unit in the common area, and a resident shall not create noise in the common area that can be heard in a unit, such that the noise is (1) offensive to the senses, or (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life.

Firearms & Fireworks:

BB guns, pellet guns, bows & arrows, or slingshots are prohibited from being discharged or shot in the Sundowner Community at any time. Clearfield City Ordinances subject violators to local police prosecution. No Fireworks are allowed within the Sundowner Community. Maximum fine and cost of damages will be assessed.

Parking

1. Parking is limited and in some areas is scarce. Consequently, the following parking rules will be enforced: No Parking in restricted areas (such as fire lanes or other areas marked as no parking).
2. Due to the limited number of parking spaces at Sundowner Condominium, the occupants of a unit may not have more than a total of 3 vehicles parked at Sundowner Condominium at any time. This includes units with a double garage.
3. Parking is only permitted in the following areas: 1.) A unit owner's Own garage or designated carport, 2.) Immediately behind a unit owner's own garage, 3.) in common area parking. In areas where parking is limited due to emergency vehicle right of way additional parking must be in the larger common areas, i.e. Club house and or park areas. Guests should not park behind another owner's garage. Owners shall have first rights of parking at their units. Guest should park in over flow areas at the club house or park area.
4. No parking of recreational vehicles, boats or trailers in any portion of the condominium common areas except the RV parking lot.
5. Any Vehicles or trailers parked improperly or in violation of these rules may be fined or may be towed at the owner's expense as directed by the Management Committee or its agent. Non operational vehicles or those vehicles without a current registration or license may not be left in any parking area of the Sundowner Community. Cars will be tagged for tow and towed after notice at owner's expense.
6. RV's May be parked in the common area near a resident's unit for the purpose of loading and unloading but not to be parked overnight. RV's shall not block common area parking or the parking area behind the residents garages inside the Sundowner Community.

Vehicle Maintenance:

There shall be no major repair, repainting, dismantling, or rebuilding of any motor vehicle (including trailers, ATV's in the common or limited common area. Oil Changes can be done in the condo owner's garage. This restriction does not include washing vehicles.

RV parking Lot:

RV Lot is limited to approximately 45 parking spaces. Parking is limited to only one vehicle per unit owner. Additional parking can be obtained for a \$30.00 a month additional fee. Non owner RV parking fee is \$45.00 a month.

The RV parking lot privileges are coordinated, approved, and assigned by the Management Committee and or agent on a first come first serve basis. You must register your vehicle with the Management Committee and or agent. Keys or a lock combination to the RV area are available to those that receive approval by the Management Committee. Non Operational Vehicles or non registered vehicles are not allowed in the RV Lot. Vehicles brought into the RV lot without approval from the Sundowner Committee or agent will be tagged and towed at the owner's expense. A fine will be assessed to the owner for littering and or dumping.

INDIVIDUAL UNITS

Architectural Control:

No owner/tenant may do any painting, physical alteration or addition in the common/limited common area, the building exterior, or add any structures, fences, or storage sheds to garages, carports, patios, or balconies without prior written approval of the Management Committee. No exterior modifications will be approved that will negatively impact the appearance of the community. All such requests must sign a Liability Release Form and be in writing describing the planned alteration at least 30 days in advance. The request will be approved or denied within 15 days of receipt. Unit owners should not enter into any contractual obligation or begin any construction until written Management Committee approval is in hand. If the owner fails to follow this procedure, the Management Committee will notify the owner/tenant in writing of its decision and any unlawful work must be immediately restored to its original state at the expense of the owner. The Committee will not be responsible for the maintenance or repair of any alterations or additions to the common/limited common areas.

Private Exterior Maintenance:

Structures & decorative plants added outside a unit must be maintained so as not to become a nuisance or offensive to others and to protect the property values of the individual homeowner and their interests. Unit owners must remove any private exterior structures or plants which become offensive per Management Committee.

Seasonal Decorations:

Decorations may be put up in the limited or common area but shall be removed within two weeks after the end of the season or holiday. No tools, screws or fasteners may be used that would put holes in or damage or alter the common area (roof, walls, gutters, etc.). Any damage to the common or limited common area done by decorations or their installation shall be repaired at the expense of the unit owner.

Unit Interiors Maintenance & Repair:

Maintenance and repairs including heating systems, plumbing, lighting, etc., are the responsibilities of the owner. Settlements of guarantees or warranties shall be between the owner and their contractors. All repairs to windows, window screens, doors, sliding doors, and garage doors as well as replacement of said items are the responsibility of the unit owner. Garage Doors must be maintained and in working order. If the garage door is broken and does not shut it must be fixed within 30 days. This prevents the unit above the garages not to experience unwanted maintenance issues. The Sundowner insurance policy does not cover these items.

In Home Safety:

Two smoke detectors/carbon monoxide detectors and one fire extinguisher are required in each unit. If owners or tenants are not in compliance with this requirement at the time of a fire, the owners or tenants could be found liable for all damages associated with a fire that has been determined to have started at their unit.

Smoking/Second Hand Smoke:

Smoking inside a condo unit is prohibited. The Second Hand Smoke Amendment 57-8-16-7 gives authority to condominium associations the right to restrict all smoking, including e cigarette in units, common areas and limited common areas that are closer than 25 feet of a unit's doors and windows.

Air Conditioner/Swamp Cooler maintenance:

Owners are responsible for all their air conditioning units of all kinds and makes .All maintenance and repairs of any kind is the responsibility of the owner. Any damage caused by a defective cooler or air conditioner, i.e. deterioration of shingles, damage to roof, siding and foundation, is also the responsibility of the owner. Once a resident is notified by the Management Committee/and or Management Company via written notification they have 24 hours to shut the water off from running water down the roof, gutter and siding. Water must remain off until repairs are completed.

Note: Well maintained swamp coolers do not need hoses attached to them.

Plumbing:

Unit Owners are responsible for maintaining individual plumbing fixtures and ensuring fixtures are in good repair. Homeowners are responsible for any damage to another unit caused by plumbing problems in their unit. Do not put any solid material into the drains. In addition, no grease, paint, paint remover, oil of any kind or other similar liquids should not be disposed of in the drains. Baby wipes of any kind are not permitted to be flushed. Unit owners are responsible for making sure they are aware of where the water shut off valve is within their unit.

Windows:

To improve the appearance of the community, aluminum foil and cardboard and or any other substance that is not meant for windows is not allowed in any of the windows.

Garbage Totes:

All garbage must be stored in the totes provided. Totes shall not be placed on the curb more than 24 hours prior to pick up. Totes shall be removed by noon the following day from common areas and stored out of sight or directly against the building near the garage. All Cardboard shall be broke down before deposited in the totes. Oversized items that cannot be properly stored in garbage totes should be coordinated through private collectors and not set by the side of garbage totes or in any common area. Appliances and large items left in the common area for more than 24 hours will be removed and any cost incurred will be billed to the unit owner. Garbage is collected weekly. Garbage generally is picked up the same day of the week except if there is a holiday during that week and then garbage pickup will be the following day. Loss of garbage cans is a \$50.00 charge to the owner to replace.

Signs: Only "FOR SALE" or "FOR RENT":

Owners are prohibited from placing signs in the Common Areas of the community including on lawns and building exteriors. Owners may place one reasonably sized "For Sale" or "For Rent" sign in the window of their unit. Condos hidden from view may attach a sign to the garage door.

Flammables:

Only approved safety cans or Department of Transportation approved containers shall be used for the handling and use of flammable liquids in quantities of 5 gallons or less. Explosives of any kind are strictly prohibited from the Sundowner unit interiors, garages, carports, or storage sheds.

Antennas & satellite dishes:

All old satellite dishes and antennas shall be removed before new dishes or antennas are attached. No Satellite dishes shall be installed on the roofs! Satellite dishes over 39" are prohibited.

Outside Lighting & Cameras:

Exterior Lighting fixtures and Cameras shall be allowed only to the extent approved by the Management Committee in writing. Door bell cameras are allowed at the front door.

Preservation & Cleanliness:

Owners/Residents must keep their unit and limited common area in a good state of preservation and in a neat and uncluttered free of weeds, debris, and hazards. Limited common areas include but are not limited to planting beds around their condo, carports, garages, balconies, driveways, and patios. Lumber, boxes, appliances, tarps, and oil spills are prohibited.

Speed Limit:

Speed limit is 15 MPH in the Sundowner Community. Violators are subject to fines and being reported to the Clearfield Police.

Littering:

Littering of any kind anywhere is not permitted and is subject to fines. Please help us keep the common areas clean and free of litter. Litter in the common area where Unit owners park is a reflection of all of us and we should all work together to keep the area clean of litter.

Pets:

House pets are allowed at Sundowner Condominiums no more than 2 pets are allowed in the condo units including dogs and cats. All pet owners must abide by the laws set forth by Davis County Animal and Clearfield City. All pets while living in the Sundowner Community must be on leash while outside. Any dog while off leash that attacks another dog inside the Sundowner Community will receive a large fine and be reported to Davis County Animal Control. Dog attacks from a dog off leash will carry the maximum fine up to \$300.00, liability of vet bills and removal of pet from the Sundowner Premises'.

The Management Committee has the authority to require removal of any pet if, at any time; the pet is aggressive and or has caused harm to another pet and or individual.

1. Pets will not disturb the other residents of the condominiums by creating an unacceptable level of noise or by creating any offensive odors. Dogs left outside and that continually barks will be turned into the Davis County Animal Control and can receive a fine.
2. All pet waste shall be picked up immediately.
3. The resident will provide a litter box for the pet inside the unit where the pet resides. The contents of a used litter box shall be placed in the garbage after first being placed in a tightly secured plastic bag.
4. Other than cats and dogs, no other animals, livestock or poultry will be allowed, raised, bred or kept in any condo unit (with the exception of small birds and small, quiet pets, ie, hamsters) or in the general or limited common areas and facilities..
5. Pets shall be registered and have current shots in accordance with City and County Ordinances.

Businesses:

The following are the requirements for home occupation businesses to operate within Sundowner Condominium:

The Sundowner HOA Board are exempt from all Liability for said such businesses.

Only office type services such as consulting, tax preparation, and computer or Internet businesses may be conducted in the condo unit. Any vehicles used in the business must comply with the Condominium Association parking rules. No business activities may be conducted between the hours of 8:00 am and 9:00 pm. No business or business related activity may be operated, maintained, conducted or performed within any portion of the common area. The use, maintenance, storage or operation of equipment or vehicles used as part of a business is also prohibited. No service, storage or delivery type vehicles, such as trucks and trailers, that are for business purposes shall be parked in the Sundowner Condominium common areas.

Common or Limited Common Areas:

1. Clubhouse, pool & playground usage by owners/tenants is subject to obeying specific facility rules as well as being responsible for any damages caused by residents while using said facilities. Any damage will be repaired by direction of the Management Committee and or agent and billed to the owner responsible for the damage. If a tenant, their guests, or dependents caused damage the owner will be liable.
2. Bicycles, skateboards, strollers, clothing, toys or similar items are not allowed to remain in any of the common areas. If items are left for more than 24 hours, the Management Committee or their agent will confiscate said items. These items will be held at the clubhouse until the owner is informed. After Owner Is contacted, or if items are not identified with the owner's name or the owner cannot be contacted, the items will be held for 48 hours for the owner to claim. If not claimed within this time these items will be donated to charity.
3. Foul or abusive language or lewd behavior will not be tolerated in any of the Sundowner Common or limited common areas.
4. Clubhouse reservations may be made by the Management Committee and or Management Company. This facility is for resident owner type parties and reservations are taken on a first come first served basis. There will be a \$25.00 non refundable reservation fee and reservations may be made at online@www.hoastrategies.com/sundowner-condos, and or with a Sundowner Board member. Reservations may not be made more than six months in advance. Building must be left in the order in which it was found. Any damage to the facility from the reservation will be billed to the unit owner.

Maintenance of Common Areas:

The common area is owned by all the unit owners, anyone who wants to make any changes to any common area such as cutting bushes and/ or pulling weeds, picking up trash, sweeping pine needles and or pine cones, painting the outside of units or fencing, excluding personal flower beds and gardens should first get permission from the HOA Management Committee and must sign a Liability Form releasing the HOA from any damages.

Swimming Pool

All persons using the pool or pool area do so at their own risk; the HOA, or Committee Members or agent assumes no responsibility for accidents, injuries, or damage to personal property. There is No Life Guard on Duty.

Pool and surrounding patio usage is for Sundowner residents and their invited guest only.

Residents will register for pool use by registering with a Committee Member and receiving an automated code and or card for access. Release of Liability form must be signed to gain access. NO EXCEPTIONS.

All guest must be accompanied by a unit owner and must remain in the pool area at all times

Swimming Pool Rules must be obeyed at all times:

1. Zero Tolerance Policy for breaking the rules. Pool privileges may be suspended.
2. No running, boisterous, or rough play is permitted in the fenced pool area.
3. No spitting, spouting water or blowing nose in the pool.
4. No food or glass within the fenced pool area.
5. Drinks in non-breakable containers are permitted, but no closer than 6 feet from the pool edge.
6. A minor 14 and younger must be accompanied and supervised at all times by an adult of the same household within the pool and club house. Guests who are visiting must be accompanied by Unit Owner and must remain in the pool area with guests at all times.
7. Personal items and trash must be removed when you leave the pool area.
8. Minors must be toilet trained prior to pool use or disposable swim diapers (required for all persons under the age of 4)
9. Bowel movements in the pool require 24 hour pool closure by state and county pool health standards.
10. Swim diapers must be worn on minors 4 and younger.
11. Diapers cannot be changed on the pool deck.
12. Swimsuits must be worn in the pool. No shorts, cutoffs, etc., are permitted as lint from street clothes clogs the pool filter. Nudity or sexual actions are prohibited in the pool or pool area.
13. No Swimming permitted with open sores and or bandages
14. No foreign objects may be in the pool. Including rocks or anything that can get into the filter system.
15. Pool restroom entrance is in the clubhouse lower southeast-corner. We encourage all individuals and guest to use the restroom before entering the pool. No urination is permitted in the pool.
16. Management committee may close the pool at any time for health reasons, blatant rule abuse, inclement weather, or equipment failure. The nature of closure will be communicated.
17. Regular Pools Hours are posted at the Pool.

Fines Assessed Against Violations:

The Management Committee and or agent is authorized to assess a fine against unit owners who violates any provisions in the condominium association CC&R's, the bylaws, Utah State Codes and the rules and regulations. Fines will be assessed per these Rules and Regulation even if they do not appear on Appendix A.

Written Notice of Violations:

Before assessing a fine, the Management Committee and or Management Company will give a written notice of the violation to the unit owner.

(A) The written notice shall contain a description or brief summary of the provision, bylaw, rule or regulation that has been violated, date of violation, Date sent to Owner, Date and time to Cure.

(B) If a violation is temporarily cured or stopped, but is repeated by the same unit owner within the same calendar year a fine will be imposed.

Time to Cure:

In all instances, the violation must be cured within 48 hours of the written notice being delivered to the unit owner.

Protesting the Fine:

A unit owner may request an informal hearing with the Management Committee/Management Company to protest or dispute the fine within 30 days from the date on the notice of fine.

Informal Hearing:

Within 21 days of receiving the written request for hearing, the Management Committee shall schedule an informal hearing.

Management Committee may adopt new condominium rules. The Effective date of the new rule/rules shall become enforceable five (5) days from date noticed/delivered to owners.

Severability:

If any phrase contained in these Community Rules or provision of these Community Rules, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Community Rules.

Effective Date: July 28, 2020

Certification:

It is hereby certified that the Management Committee of Sundowner Condominium at a duly called and constituted meeting of the Management Committee approved, passed and consented to the amended Community Rules stated herein.

This 22 day of July 2020

Sundowner Condominium Management Committee

BY: _____
President of the HOA Lugene Black

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This 22 day of July 2020

Sundowner Condominium Management Committee

BY: *Lugene Black*
President of the HOA Lugene Black

Appendix A

SUNDOWNER CONDOMINIUM RULES & FINES

****The First Offense Results in a Warning notice****

2 nd Offense	3 rd Offense	4 th or more Offense	RULES Where applicable, snip it's of the rule are listed.
\$60	\$90	\$120	<ul style="list-style-type: none"> • Parking in a restricted area such as no parking, fire lanes and snow removal areas. • Parking in any other place than the Owners designated 3 areas to park. • Violation of any parking rules contained in the CC&R's, Bylaws or These Rules. • Parking recreational vehicles in the common areas. • Parking unregistered vehicles or inoperable vehicles in the common area including behind a garage for more than 15 days.
\$60	\$90	\$120	<ul style="list-style-type: none"> • Driving faster than permitted speed • Driving faster than conditions safely permit • Driving ATVs and etc in the common area
\$60	\$90	\$120	<ul style="list-style-type: none"> • Performing maintenance or mechanical work on any vehicle including motorcycles and ATV's in the common areas.
\$60	\$90	\$120	<ul style="list-style-type: none"> • Littering, garbage, or clutter on the unit's patio, balcony, doorstep, common areas and limited common areas • Unclean or unsanitary condition on patios, balconies, and or carports. • Windows with tin foil and or cardboard in windows.
\$50	\$100	\$150	<ul style="list-style-type: none"> • Misuse or damage to the common/limited common areas by attaching satellite dishes on the roof without permission. • Causing damage to the common areas/limited common areas, lawns roofs, gutters, sprinkler systems, parking area, sidewalks, and carports, improper sign placement. • Leaving personal belongings in the common areas (bicycles, scooter, skateboards, toys and equipment.
\$60	\$90	\$120	<ul style="list-style-type: none"> • Creating noise within a unit that can be heard in another unit or in the common area such that the noise is (1) offensive to the senses, fowl orders, disruptive behavior to the comfortable enjoyment and lifestyle of other residents (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life. • Smoking in the units is prohibited. The Second Hand Smoke amendment 57-8-16-7(a)(b).: Give authority to condominium associations to restrict smoking tobacco products in units, common areas, and yard space 25' from door and windows etc.

\$60	\$90	\$120-\$300	<ul style="list-style-type: none"> • More than 2 pets in a unit. • Failing to clean up after your pet. • Pet's disruptive behavior and noise disruptive to the comfortable enjoyment and lifestyle of the residents. • Dog attacks from a dog of leash will carry the maximum fine. Up to \$300.00 Liability of vet bills and removal of pet from the Sundowner Premises'.
\$60	\$90	\$120	<ul style="list-style-type: none"> • Operating a business in a unit without a business license or in violation of municipal ordinances, Utah State Codes, CC&R's, Bylaws and these community rules.
\$60	\$90	\$120	<ul style="list-style-type: none"> • Discharging firearms of any kind, including Arrows, or slingshots.
\$60	\$90	\$120	<ul style="list-style-type: none"> • Violations of rules dealing with Architectural Design, maintenance, window coverings, decorations, swamp coolers, garbage totes, signs and cleanliness of community.
\$60	\$90	\$120-suspension	<ul style="list-style-type: none"> • Violations of rules dealing with use of the Swimming pool. • Any violation of the swimming pool rules can also be suspension of use
\$60	\$90	\$120	<ul style="list-style-type: none"> • Any rules not listed in this section that carries a fine