



April 29, 2022

## **RENTAL SERVICE RULES AND REGULATIONS:**

It is important for the Sundial Lodge Condominiums Project that appropriate measures be taken to provide for the safety and security of persons and guests using the property, to protect the individually owned and commonly owned areas of the project, to establish security and damage control systems. To achieve these objectives, the HOA has determined that the Association must maintain reasonable control over the access for each Unit and to whom such access is given. Accordingly, the following Rental Service Rules and Regulations shall apply:

**1.1 Duty to Inform.** Each Unit Owner of the Sundial Lodge is responsible for sharing the Sundial Lodge Rental Service Restrictions, property rules, and applicable governing documents to all invitees, guests, family members, vendors, property managers and other visitors to the property related to the use of their unit(s) and/or the services, parking, and amenities for the property.

**1.2 Approved Locks.** In the interest of security within the Sundial Lodge building, all noncommercial Units are required to use only the locking system approved by the HOA as authorized in the recorded Declaration as common elements of the project. Owners of noncommercial units are prohibited from changing their locks to another locking system. The locking system shall be maintained, repaired, and, if necessary, replaced as a Common Expense of the Association.

**1.3 Access Controls.** All authorized Owners, renters, and guests will be issued access to the Association managed locking system in one of the following ways:

- ***Card Keys*** - Radio frequency identification (RFID) cards are issued from the onsite rental desks by Vail Resorts and All Seasons Resort Lodging. Vail Resorts owns the commercial space used to operate their rental program, and All Seasons Resort Lodging leases the space used to operate their rental program. The onsite rental desk services are not paid for by the HOA, and services are subject to separate fees through their rental programs. Homeowners that do not rent their homes can obtain key cards for their personal use from the HOA through ASRL lobby desk at no charge.
- ***Key Fobs*** – Owners may have a one-time request for up to 5 transferable fob keys from the HOA that are programmed for up to one year. Additional or replacement fob keys are provided by HOA for a fee (\$50.00 per fob as of 4/19/22). Owners in the Vail or ASRL rental programs may only use the RFID card service. Owners that rent their units on a long-term basis will use the Key Fob service. Key fobs must be requested in advance by sending an email to [help@allseasonshoa.com](mailto:help@allseasonshoa.com).

**1.4 Rental Parking.** Parking in the Sundial Lodge parking garage is by permit only. Authorized owners, guests, and service providers will be issued parking permits issued by the association manager. Vendors, service providers, and other management personnel will be required to park in

the designated parking areas on a space available basis. Non-owner vehicles may not be stored or parked at the property for more than 24 hours. RVs, campers, trailers, snow mobiles, and boats are not permitted to be parked onsite at Sundial Lodge.

**1.5 Common Area Trash and Supplies.** Trash, service supplies, linens, or other items may not be stored in the common halls at any time. Trash and recycling items for owners and guests are only to be deposited in the trash enclosure in the garage. Housekeeping services for rental units are required to use the trash dumpster enclosure adjacent to the pool.

**1.6 Rental Agents Must Register.** Service personnel for rental agencies are required to register with the association management company in advance. Registration includes name, company, ID, and contact information. Approved service personnel must have distinguishing uniforms and name tags while present onsite at Sundial Lodge. Registered rental agents must hold a business license in Summit County, Utah and insured in the State of Utah.

**1.7 No Equipment in the Common Areas.** Skis, snowboards, and bicycles are not permitted to taken to any of the residential units. Ski boots may not be worn in the common hallways. The Association provides a complimentary ski lounge in the lobby and equipment storage and boot heaters during the ski season.

**1.8 Mail or Package Delivery.** The HOA will provide onsite mail/package service for owners only. Freight and large packages must be routed to an offsite mailbox or delivery service. Packages, boxes, and luggage will not be accepted at the Sundial Lodge other than through the onsite rental services for guests of Unit owners. The HOA and management company will not be responsible for items delivered to the property.

**1.9 Guest Services.** Guests staying at Sundial should be directed to contact the rental agency that they booked with for all guest service matters and assistance.

**2.0 Quiet Hours.** Sundial Lodge observes the Summit County ordinance for quiet hours between 10:00pm and 8:00am each day.

**2.1 Rules and Restrictions Apply to Everyone.** Card Key control, safety and security, application of the Rules herein, and all other appropriate policies shall be the same for all owners, renters, and guests, regardless of which rental management company or similar entity is managing any Unit. Each Unit owner is responsible for making the Rules and policies available and ensuring compliance by their guests and visitors. Fines for violations will be issued directly to the Unit owners.

## **2.2 Fines.**

2.2.a. The Board of Trustees is hereby authorized to issue fines for a violation of the Governing Documents.

2.2.b. A fine may be assessed for each type of violation of each and every specific provision, prohibition, and requirement of these Rules.

2.2.c. The fine for each individual violation of these Rules shall be in the specific amount that is provided for in this section.

First Violation. The Association shall give a written warning to the Owner, by email, which shall: (1) notify the Owner of the violation by describing the violation, and stating the provision of the Rules that was violated; and (2) inform the Owner that a fine may be imposed if a second similar violation occurs within one year of the date of the warning, or if a continuing violation is not cured within 48 hours after the day of the warning.

Second Violation. Upon a second violation of the same type after a warning in any one-year time period, or after a continuing uncorrected violation after the initial 48-hour warning period, a fine of \$100.00 may be imposed on the Owner. No warning is required before the imposition of a fine after the second violation within a one-year period, or for a continuing fine not cured more than 48 hours from the initial warning.

Third Violation. Upon a third violation of the same type within a one-year period, or ten days after the imposition of the first fine for a continuing violation, a fine of \$250.00 may be imposed on the Owner. No warning is required before the imposition of any fine after a third violation within a one-year period or when a continuing violation is uncorrected for ten days after the assessment of the first fine.

Fourth and Subsequent Violations. Upon a fourth violation of the same kind within a one-year period after imposition of the previous fine, or each continuing violation, which continues at least ten days after the imposition of a previous fine, a fine of \$500.00 may be imposed on the Owner.

2.2.d All fines described herein are Assessments as described in the Declaration, and, therefore, shall accrue interest and late fees at the same rate and in the same manner as an unpaid Assessment.

REVISED 4/29/22