



# Sunrise Pointe

Buyer/Seller Information Letter

Thank you for purchasing your property in Sunrise Pointe Homeowners Association. As a Lot Owner and Homeowner, you have made a purchase in a wonderful Homeowners Association (HOA). Our HOA exists to the benefit of homeowners. The information provided below is to help Buyers and Sellers transition a smooth sale. The purpose of the association is to ensure homes and lots maintain and increase their value.

- We have 124 home owners and two phases who are members of Sunrise Pointe HOA
- All lots have underground telephone and electrical lines
- All lots have protective Covenants, Conditions and Restrictions (CC & R's)
- Construction of homes, garages, & fences is controlled by the Sunrise Pointe Architectural Control Committee
- All roads are publicly owned and maintained by West Valley City
- HOA dues are currently \$175 annually; billed each fall & due January 1<sup>st</sup>.

Important information for buyers into Sunrise Pointe HOA:

1. Receive from Seller a current “**Certificate of Good Standing**” showing the lot is free and clear from all past due assessments, compliance fines and/or fees. (contingent on free and clear lot)
2. You must agree to be subject to the rules and regulations of the **Covenants, Conditions and Restrictions (CC & R's)**, Homeowner’s Association and Architectural Control Committee.
3. Before applying for a remodel or Building Permit with the West Valley City, submit to the Architectural Control Committee as set forth in the CC & R’s; specifically the two-stage submittal process: Initial Preliminary Plan Application and Construction Document Review; as well as follow all Architectural Restrictions, including dwelling size. Specifically stated, after Closing, when the Buyer decides to pursue the building process, *written approval must first be given by the Sunrise Pointe Architectural Control Committee, then Plans may be submitted to West Valley City for a Building Permit.* The Seller is not responsible for any delays in the review process caused by the Buyer or West Valley City.
  - a. You must disclose the architect overseeing any design process and submit a one-time \$350 Review Fee to the Architectural Control Committee or Board if no committee present.
4. Compliance with zoning rules for West Valley City Municipal Codes & Ordinances ( <http://www.ci.west-valley.ut.us/DocumentCenter/Index/96>) is mandatory. Sunrise Pointe CC & R’s meet or exceeded these zoning requirements. However, *it is the Lot Owner’s responsibility* to comply with the constantly changing and updated versions of West Valley City’s Zoning requirements, as well as meet the guidelines outlined in the CC & R’s.
5. **Maximum annual assessment.** In 2005 A majority vote was passed in favor of an annual maximum assessment to ensure the current assessment could not be raised by the board of Directors above a set annual amount without a vote of a quorum of homeowners. The **maximum** annual assessment is 25% of the current dues or \$100 – the lesser of the two in any one year.

**6. FEES TO BE COLLECTED AT CLOSING**

Each new Owner agrees to pay any and all current or past due assessments due to the Homeowner’s Association.

- a. At Closing, the following funds should be remitted to Sunrise HOA shall collect from each Buyer or subsequent Buyer:

- i. **Prorated Annual Dues** (based on closing date)
- ii. **Capital Reserve Fund Fee** of \$100. This one-time initial assessment represents each new Owner's contribution to the funding and maintenance of the Sunrise Pointe Homeowners Association Capital Reserve Fund.
- iii. **HOA document fee** of \$150 and a homeowner transfer fee of \$200 must be collected by the Title Company to be paid by Buyer, Seller or both as agreed in closing negotiations.

**Contact Info:** Sunrise HOA has a volunteer board and pays a management company. The HOA maintains most information at [www.sunrisehoa.com](http://www.sunrisehoa.com).

**Postal address:**

Sunrise Pointe HOA  
 3556 S. 5600 West #1-457  
 Salt Lake City, UT 84120

801 938-4228  
[www.sunrisehoa.com](http://www.sunrisehoa.com)  
 board@sunrise-hoa.com

- 7. Bond Fee Deposit of \$750 (for new building construction only) as directed in Sunrise Pointe Rules and Regulations. The Bond will be collected as part of the final Construction Document Review to ensure that the Owner fulfills the landscaping standards, the drainage requirements and causes no damage to the sidewalk and street curb concrete. This fee is refundable after satisfactory inspection. Buyer understands that all utilities and improvements are complete and working to code. Any damage that might occur to the curb, sidewalks, road or utilities once Buyer owns the property is the responsibility of the Buyer and must be repaired promptly.
- 8. The Seller informs the Buyer that prior to Funding & Recording of Lot purchase, no Lot may be tested or altered in any way; there is to be no equipment or engineering of any kind that can occur without the written authorization of Seller. Any Tests and Evaluations must be described fully in writing, agreed upon in advance, and performed by a licensed professional to prevent liability issues, as well as property damage.
- 9. As required by West Valley City, each lot is designed with a Foundation Drain. If an Owner builds below grade, the Owner *must* incorporate and tap into the appropriate foundation drain for their respective Lot during the construction of their Dwelling. Connecting to, maintaining and servicing the foundation drain on each lot is the responsibility of the Owner.

The CC & R's is your map that works to preserve your investment. Go to our website at [www.sunrisehoa.com](http://www.sunrisehoa.com) and read everything there is to know about the Homeowner's Association and what is required to build, design, landscape and maintain your Sunrise Pointe home.

The Buyer has been informed by the Seller that all Disclosures are available online and it is the Buyer's responsibility to notify the Seller if they would like a printed copy of what is available on the web site.

As new owner of Lot # \_\_\_\_\_ Address \_\_\_\_\_ I have received copies of this Buyer Information Letter, CC & R's, Articles of Incorporation, and Rules and Regulations and agree to abide by these Covenants, Articles, Bylaws and Rules. I understand I will not receive a CERTIFICATE OF GOOD STANDING (indicating my lot is free and clear) from Sunrise Pointe HOA until this signed document and fees have been transferred to the HOA at the contact information above.

PRINT NAME(S) \_\_\_\_\_

PRINT NAME(S) \_\_\_\_\_

**BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**BUYER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**SELLER** \_\_\_\_\_ **DATE** \_\_\_\_\_

Phone 1 (      ) \_\_\_\_\_

Phone 1 (      ) \_\_\_\_\_

Mobile (      ) \_\_\_\_\_

Mobile (      ) \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

Thanks again for purchasing at Sunrise Pointe HOA!

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_