

# Notice for General Membership Meeting

February 12<sup>th</sup>, 2025

6:00 PM MT

Sunshine Condominiums will be having a **General Membership Meeting** on February 12<sup>th</sup>, 2026.

The meeting will be held via ZOOM. If any members of have any questions, please contact Jacob Dewey at [Jacob@millcreekgmt.co](mailto:Jacob@millcreekgmt.co) or call 719-551-9222 prior to the meeting.

Notice, February 2<sup>nd</sup>, 2026

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Jacob Dewey- Property Manager

Sunshine Condominiums Association

Mill Creek Management is inviting you to a scheduled Zoom meeting.

Topic: Sunshine GM Meeting

Time: Feb 12, 2026 06:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/96862512039?pwd=atMWIXIFcYmEbHZwasl232N3rDqiUo.1>

Meeting ID: 968 6251 2039

Passcode: 839366

# Meeting Agenda

February 12<sup>th</sup>, 2025

6:00 PM MT

Property Manager calls meeting to order

Financial Report

Old Business

New Business

Open Forum

Adjournment

# SUNSHINE CONDOMINIUM ASSOCIATION

Members who cannot attend the 2026 general membership meeting on February 12<sup>th</sup> 2026 are allowed to vote by proxy. If you are unable to attend this general membership meeting, please fill out and mail or email the proxy below so that your vote will count. **PROXIES MUST BE RECEIVED NO LATER THAN 5PM ON February 12<sup>TH</sup>, 2026**, and should be mailed or emailed to:

Sunshine Condominium Association  
c/o Mill Creek Management  
P.O. Box 1561  
Gunnison, CO 81230  
Email: [jacob@millcreekmgmt.co](mailto:jacob@millcreekmgmt.co)

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## REVOCABLE PROXY SUNSHINE CONDOMINIUM ASSOCIATION

The undersigned appoints:

\_\_\_\_\_  
Member in good standing of  
Sunshine Condominium Association

to act as my (our) proxy at the general membership meeting of the Association to be held on Thursday, February 12<sup>th</sup>, 2026, at 6:00 p.m. and to vote or otherwise represent the undersigned in any business that may properly come before the meeting.

This proxy is revocable at any time prior to its exercise by written notice to the attention of Jacob Dewey at Mill Creek Management. [Jacob@millcreekmgmt.co](mailto:jacob@millcreekmgmt.co)

Unit # \_\_\_\_\_

\_\_\_\_\_  
Member Signature(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name(s)

\_\_\_\_\_  
Email address

Dear Sunshine Homeowners,

We hope you all had a great 2025. Sunshine's Board of Directors would like to update you on the association's recent activities and overall status prior to our annual meeting.

### **Rules and Regulations Update**

Attached are the updated Rules and Regulations for the association. The most notable change is that charcoal grills are NOT ALLOWED anywhere on the property. Earlier this year, the association had a small fire scare that could have turned into a much larger problem, stemming from someone not properly extinguishing their charcoal before dumping it into the wood pile.

As a friendly reminder, there is NO CUTTING of firewood on the property. Firewood must be delivered already cut. Additionally, any unit that uses firewood is required to have a metal rack, and it must be placed a minimum of 12 inches away from the building.

The association is in better shape than last year regarding personal items being kept on common ground, but there is still more than should be there. Please remind your tenants that they are **not permitted to store any personal items** on common ground.

The updated Rules and Regulations are attached to the meeting packet.

### **Fireplace Cleaning**

For 2026, the Board has elected to make fireplace cleaning the **responsibility of the homeowner**. If your unit has a fireplace, it must be cleaned and inspected. Homeowners are responsible for providing proof of this to the management company by **May 1, 2026**. Failure to do so will result in a fine.

By having owners pay for this directly, the association is able to keep dues at a minimum.

A few recommended service providers are:

- The Fireplace Company: (970) 641-6882
- Ark Valley Chimney Sweeps: (719) 221-6962
- Butterfield Fireplace: (970) 975-1377

### **Painting**

Two of the duplexes were painted this year, and the work wrapped up in October. The association is planning to allocate an additional **\$24,000** toward painting in the summer of 2026, with the goal of completing one of the larger buildings.

## **Financials**

Financially, the association performed favorably to budget this year, reporting a net income of **\$4,231.35**. For 2026, **association dues will remain the same**.

As of November 30, 2025, the association has **\$9,500** in the operating account and **\$31,700** in the reserve account.

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Jacob Dewey  
Mill Creek Management

# SUNSHINE CONDOMINIUMS ASSOCIATION

## RULES AND REGULATIONS

The Board of Managers for Sunshine Condominiums Association hereby approves and adopts these Rules and Regulations pursuant to Article 36 of the Condominium Declaration for Sunshine Condominiums, effective this 30<sup>th</sup> day of October, 2025.

1. All Owners to be Bound. These Rules and Regulations pertain to Sunshine Condominiums (Premises), located in Gunnison, Colorado. All Owners, Owner's family, occupants, guests, tenants, etc. shall comply with these Rules and Regulations of Sunshine Condominiums Association (Association). Any violations shall be addressed by the Board of Managers of the Association, and may be subject to an oral discussion, written notice and/or a fine as determined by the Board of Managers, pursuant to the governing documents of the Association and/or any policies on enforcement. An Owner shall be held responsible for any violations, including the imposition of any fines, committed by the Owner's family, guests, invitees, tenants, or occupants of the Owner's condominium unit.

2. Emergency Vehicles. Emergency vehicles driven by an Owner who is a member of a volunteer fire department, or employed by a fire department, law enforcement, or ambulance or medical services are permitted on the Premises pursuant to C.R.S. § 38-33.3-106.5 (2012).

3. Flags. An Owner may display an American Flag and/or a service flag in the following manner:

a. American Flag: An American flag not to exceed 36" x 60" may be displayed in the window (or balcony) of an Owner's residence, or on the Owner's property, so long as such flag is displayed in accordance with the federal flag code.

b. Service Flag: A service flag bearing a star denoting the service of an Owner or the Owner's immediate family, in active or reserve military service of the United States during a time of war or armed conflict, may be displayed on an Owner's property. The service flag shall not exceed 12" x 18".

c. Other flags are permitted so long as such flags do not exceed 36" x 60".

d. American Flag restrictions: American Flag restrictions as to size and number shall not be in effect, Memorial Day, Veteran's Day, Flag Day, and Independence Day.

4. Signs. Political signs shall be allowed pursuant to C.R.S. § 38-33.3-106.5(c) (2017). No advertisement, announcement or solicitation of any kind may be distributed or displayed in any part of the Premises without the written consent of the Board, except as follows. Real estate signs listing a condominium for sale are permitted. Additionally, all posted signs must comply with the Gunnison County Sign Code.

5. Antennas and Satellite Dishes. Antennas and satellite dishes are permitted in Sunshine Condominiums, except that satellite dishes shall not exceed 39" in diameter.

6. Lighting. All lighting shall comply with Gunnison County's restrictions.

7. Pets. No more than two domesticated pets per condominium unit are allowed within Sunshine Condominiums. While outside, dogs shall be leashed at all times. Dogs shall not be allowed, nor shall Owners, tenants or guests permit their dogs, to roam freely throughout the Premises unsupervised. Dogs shall not be tied up or restrained at any time on Association property or the common elements. Excessive barking shall be considered a nuisance for the purpose of enforcement. Owners shall clean up their pet's waste, be responsible for any damage, repair or cleaning caused by his or her pets, and shall not permit their dogs to bark, disturb, threaten, scare or injure any person or other animal. Any pet which endangers the health of any Owner, tenant or guest, or which creates a nuisance or unreasonable disturbance must be permanently removed from the Premises within 24 hours of written notice thereof. If the Owner of the pet fails to comply with such notice, the Board of Managers may remove the pet, and the Owner shall be responsible for all fees related thereto, including boarding. Any pet that injures another person or pet shall be permanently removed from the Premises immediately within 24 hours of written notice thereof. Any pet which poses an immediate threat to the health, safety, or property of any person within may be removed by the Board without prior notice to the pet's Owner. Dogs at large are not permitted and may be impounded. Service animals are permitted and are subject to the Rules and Regulations herein. There is a pet fee of \$15.00 dollars per dog per month billed by the HOA.

8. Recreational Equipment, Snowmobiles, Boats. Recreational equipment, (including but not limited to off-road motorcycles, all-terrain vehicles, four-wheelers, snowmobiles, boats, kayaks, and trailers for these, campers RVS, motorhomes) and similar items shall not be stored, parked, or kept on any common element or any Association property, with the exception of bikes. Bikes may be stored neatly on lower decks or next to units if they do not block entrances, sidewalks, or pose a nuisance. In addition, the assembly or dissembling of any vehicle is not allowed, except for minor repairs that can be completed in the same day.

9. Common Elements and Storage of Personal Property. The Association shall maintain and upkeep the general common elements and Association property. Walkways and entry ways shall be kept free of any obstruction and snow and ice by the condominium unit Owner. There shall be no storage of personal property on any property owned by the Association or upon any general common elements, except for firewood and grills, as set forth below, and motor vehicles as permitted to be parked on the Premises. Any Owner who stores personal property in violation of this Rule shall be subject to the enforcement policy, including the imposition of fines. Personal property which remains upon the general common elements after the Board complies with the process set forth in the enforcement policy shall be removed and stored at the Owner's expense.

10. Trash Storage, Recycling and Removal: No trash, debris, garbage or similar materials shall be allowed to accumulate on the Premises. No burning of trash, refuse, garbage or debris is permitted at any time. Trash and recycling should be stored inside and placed at the curb the morning of pick-up. All trash and recycling shall be stored in appropriate trash receptacles with lids. Bags of trash are not permitted to be placed at the curb for pick-up.

11. Owner Use of General Common Elements. An Owner wishing to use common elements for a function of any kind shall first obtain written consent from the Board of Managers. Such use may require the Owner to sign an agreement with the Association, including but not limited to indemnification and release provisions. Storage of any personal property on any general common element is prohibited at all times. Any damage to a common element caused by an Owner, tenant or guest shall be repaired by the Owner, at his or her sole responsibility and expense. Any changes or improvements on common space must be approved in writing by the Board of Directors.

12. Condominium Unit Appearance. Owners shall maintain their condominium units in a neat and attractive condition at all times. Porches and decks shall be free from trash, refuse, garbage, and debris. Lower porches may have seasonally appropriate decorations, outdoor furniture, bikes, and grills. Upper decks may have seasonally appropriate decorations and outdoor furniture. Porches and decks shall not be used to store any other personal property at any time. Window covering shall be appropriate curtains or blinds, no blankets, towels, sheets, etc.

13. Occupancy. No unit shall have more than two people per bedroom.

14. Heating. Owners shall maintain their condominium units at a minimum of 55 degrees during the cold or winter months.

15. Firewood. No sawing or splitting of firewood shall be permitted upon the Premises. Firewood must be cut to length and split prior to delivery. Wood shall be neatly stacked in front or in back of a condominium unit a minimum of 12 inches (12") away from the exterior surface of the building so as to not cause any damage. Any damage caused by firewood shall be repaired by the Owner owning such firewood at his or her sole expense and responsibility. If a unit is storing firewood outside the property, the HOA will purchase an approved firewood rack on your behalf, and the cost (\$75.00 dollars/rack) will be invoiced back to you via AppFolio.

16. Grills. Grills may be stored neatly on lower decks or next to your units. When in use, grills should be 10 feet from any structure. should be moved back to the deck or against the unit as soon as they have cooled off, after use. The association does not permit the use of charcoal grill anywhere on the premises,

17. Home Occupation Business. Home occupation businesses shall be permitted so long as such home occupation business is subordinate and secondary to a condominium unit's residential use. The home occupation business shall not operate during such hours

or in a manner that will create a nuisance to adjacent units. The home occupation business shall be conducted by individuals residing within the home, and one other individual. The business shall serve no more than one vehicle traveling to the property in any given week (not including the residents). A resident wanting to run a home occupation business out of his or her condominium unit shall first seek approval from the Board of Managers.

18. Parking and Motor Vehicles. All parking shall be orderly. No more than two motor vehicles per condominium unit may be parked or kept upon the Premises without the Board's prior written consent. All motor vehicles shall be in working condition and may not be parked more than one week without the Board's prior written consent. Motor vehicles cannot obstruct emergency vehicles or snow removal operations. Vehicles parked illegally may be towed by the Association at the Owner's expense. At no time shall motor vehicles be parked in such a way as to block or obstruct the sidewalks, walkways or entryways. Unauthorized vehicles shall be towed and impounded at the Owner's expense. Disabled/inoperable vehicles are not permitted to be parked upon any common element or Association property at any time and shall be removed from the common elements or any other property owned by the Association, towed and impounded at the Owner's expense.

19. Noise and Nuisance. Obnoxious, destructive, or offensive activity at Sunshine Condominiums is prohibited. Each person shall refrain from any activity which would be reasonably likely to cause embarrassment, discomfort, annoyance or nuisance to others upon the Premises, or which would be reasonably likely to endanger the health, safety and welfare of other Owners, tenants or guests, or which would negatively affect the reputation of the Association or Sunshine Condominiums. No offensive yelling, cursing or screaming, or fighting is permitted on common elements or Association property at any time. Noise levels shall not disturb others, including neighbors' quiet enjoyment at any time. The Association shall use its best efforts to ensure that reasonable noise levels are maintained within Sunshine Condominiums. Music and other loud noises shall cease by 11:00 PM. Noise levels shall be subject to the Gunnison County or the State of Colorado's noise ordinance.

20. Violations. An Owner shall be notified of any violation of these Rules and Regulations by written notice thereof, either delivered personally or transmitted by electronic or postal service means. Said notice shall provide such person with a cure period pursuant to any policy on enforcement for the violation if practicable, or as soon as practicable. Action taken by the Association to enforce these Rules and Regulations may subject the Owner to fines and additional costs the Association incurs to cure the violation, including but not limited to attorneys' fees and costs. The imposition of fines shall be subject to the Association's policy thereon.

21. Indemnification. Each Owner shall indemnify, defend, and hold harmless the Association and other Owners from and against any and all losses resulting from the violation of any of these Rules and Regulations caused by such Owner or Owner's family, guest, invitee, tenant or occupant of the Owner's condominium unit.

22. Fines and Liens. The Board reserves the right to levy fines for violations of these Rules and Regulations with additional consideration for costs to the Association for corrective actions, inclusive of legal fees.

## SUNSHINE CONDOMINIUMS ASSOCIATION

### FINE SCHEDULE

**For all violations:**

**1<sup>st</sup> Offense – Warning**

**2<sup>nd</sup> Offense – \$50**

**3<sup>rd</sup> Offense – \$100**

**4<sup>th</sup> Offense – \$250**

Violations include but are not limited to:

- Noise
- Pets
- Occupancy
- Unit Appearance
- Firewood
- Signage
- Use of Common Elements for Functions
- Home Occupation Business
- RVs/Campers/Motor Homes/Boats
- Trash Storage and removal
- Vehicles and Parking
- Personal Property Storage
- Flags
- Satellite Dishes
- Heating

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Approved at the January 27<sup>th</sup>, 2021 Board of Directors Meeting

Signature: \_\_\_\_\_

/s Jeanette Marcel

Printed: Jeanette Marcel

Title: President of the Board  
Sunshine Condominiums Association

Sunshine Condominiums Association		Sunshine Condominiums Association	
Income Statement		Proposed Budget	
10/1/2024 - 09/30/2025		1/1/2026 - 12/31/2026	
Account Name	Selected Period		
<b>Operating Income &amp; Expense</b>		<b>Operating Income &amp; Expense</b>	
<b>Income</b>		<b>Income</b>	
Dues Income	82,070.00	Dues Income	82,070.00
Reserve Income	26,400.00	Reserve Income	26,400.00
Other Income	700.00	Other Income	
Interest Income	9.70	Interest Income	
Pet Fee	420.00	Pet Fee	350.00
Late Fee	90.00	Late Fee	-
<b>Total Operating Income</b>	<b>109,689.70</b>	<b>Total Operating Income</b>	<b>108,820.00</b>
<b>Expense</b>		<b>Expense</b>	
<b>ADIMN/OFFICE</b>		<b>ADIMN/OFFICE</b>	
General Admin: Filing Fees, Postage, Copies	1,163.19	General Admin: Filing Fees, Postage, Copies	500.00
Accounting / Tax Prep	350.00	Accounting / Tax Prep	500.00
Management Fees	7,800.00	Management Fees	7,980.00
Legal Expense	2,833.50	Legal Expense	800.00
Insurance Expense	19,345.97	Insurance Expense	22,247.87
<b>Total ADIMN/OFFICE</b>	<b>31,492.66</b>	<b>Total ADIMN/OFFICE</b>	<b>32,027.87</b>
<b>BUILDING MAINTENANCE &amp; REPAIRS</b>		<b>BUILDING MAINTENANCE &amp; REPAIRS</b>	
Building Maintenance & Repairs - Contract	28,995.73	Building Maintenance & Repairs - Contract	4,600.00
Chimney Maintenance	1,056.00	Chimney Maintenance	-
<b>Total BUILDING MAINTENANCE &amp; REPAIRS</b>	<b>30,051.73</b>	<b>Total BUILDING MAINTENANCE &amp; REPAIRS</b>	<b>4,600.00</b>
<b>GROUND MAINTENANCE &amp; REPAIRS</b>		<b>GROUND MAINTENANCE &amp; REPAIRS</b>	
Grounds Maintenance & Repairs - Mill Creek	1,763.45	Grounds Maintenance & Repairs - Mill Creek	1,800.00
Grounds Maintenance & Repairs - Contract	2,178.05	Grounds Maintenance & Repairs - Contract	2,200.00
Trash: Pick up Labor	97.50	Trash: Pick up Labor	100.00
Trash Pickup / Dump	1,488.18	Trash Pickup / Dump	1,000.00
<b>Total GROUND MAINTENANCE &amp; REPAIRS</b>	<b>5,527.18</b>	<b>Total GROUND MAINTENANCE &amp; REPAIRS</b>	<b>5,100.00</b>
<b>SNOW REMOVAL</b>		<b>SNOW REMOVAL</b>	
Snow Removal - Plow	363.00	Snow Removal - Plow	750.00
<b>Total SNOW REMOVAL</b>	<b>363.00</b>	<b>Total SNOW REMOVAL</b>	<b>750.00</b>
<b>UTILITIES</b>		<b>UTILITIES</b>	
Trash/Recycle	6,290.41	Trash/Recycle	6,604.93
City of Gunnison	31,733.37	City of Gunnison	33,320.04
<b>Total UTILITIES</b>	<b>38,023.78</b>	<b>Total UTILITIES</b>	<b>39,924.97</b>
Transfer to Reserve Fund		Transfer to Reserve Fund	26,400.00
<b>Total Operating Expense</b>	<b>93,058.35</b>	<b>Total Operating Expense</b>	<b>108,802.83</b>
<b>NOI - Net Operating Income</b>	<b>105,458.35</b>	<b>NOI - Net Operating Income</b>	<b>17.17</b>
Total Income	109,689.70	Total Income	108,820.00
Total Expense	105,458.35	Total Expense	108,802.83
<b>Net Income</b>	<b>4,231.35</b>	<b>Net Income</b>	<b>17.17</b>

According to Declarations			
Dues Break Down (2 Bed)		Dues Break Down (3 Bed)	
Old Dues	\$ 286.00	Old Dues	\$ 350.00
Old Reserve	\$ 90.00	Old Reserve	\$ 110.00
<b>Total Old</b>	<b>\$ 376.00</b>	<b>Total Old</b>	<b>\$ 460.00</b>
New Dues	\$ 286.00	New Dues	\$ 350.00
New Reserve	\$ 90.00	New Reserve	\$ 110.00
<b>Total New</b>	<b>\$ 376.00</b>	<b>Total New</b>	<b>\$ 460.00</b>
Difference	\$ -	Difference	\$ -
	0.00%		0.00%

## Balance Sheet

**Properties:** Sunshine Condominium Association - 1013 W Denver Ave Gunnison, CO 81230

**As of:** 10/31/2025

**Level of Detail:** Detail View

**Include Zero Balance GL Accounts:** No

Account Name	Balance
<b>ASSETS</b>	
<b>Cash</b>	
Operating Account	13,139.85
Reserve Account	27,311.30
<b>Total Cash</b>	<b>40,451.15</b>
<b>TOTAL ASSETS</b>	<b>40,451.15</b>
<b>LIABILITIES &amp; CAPITAL</b>	
<b>Liabilities</b>	
Pre Paid HOA Dues	3,544.00
<b>Total Liabilities</b>	<b>3,544.00</b>
<b>Capital</b>	
Retained Earnings	30,796.95
Calculated Retained Earnings	2,459.08
Calculated Prior Years Retained Earnings	3,651.12
<b>Total Capital</b>	<b>36,907.15</b>
<b>TOTAL LIABILITIES &amp; CAPITAL</b>	<b>40,451.15</b>