



Sundance Townhomes Rental/Lease Agreement Addendum

Updated 03/14/2025

Welcome to Sundance Townhomes. We hope you are pleased with the services provided by our property management team.

Sundance Townhomes has been under new management since August 2010. Our goal is to provide quiet, affordable living to all its tenants. If at any time you have a complaint or grievance, please make that known to the on-site local property manager, Robert Jolly in 1916 Word Cv, Apt B. His phone# is: **870-680-3852**.

Important to remember:

1. Never pay rent in CASH. You may pay with a personal check or money order. Valero Service station is located close by on Johnson Avenue. The cost of a Money order is 99 cents. Wal-Mart and the US Post Office sell Money Orders. If you are asked or compelled by anyone to pay cash, and you do so, please call **870-761-9065**. You have been robbed.

2. Always get a receipt for rent. On occasion someone from management may ask you to produce your last few receipts, so please **keep the most recent receipts where you can find them.** If there is a dispute as to whether you paid rent, your receipt will prove your claim.

3. Rent is due the 1st business day of the month. Sundance policy allows a grace period until the 5th day of the month for rent payments to account for holidays and weekends. **NO CASH WILL BE ACCEPTED AS PAYMENT FOR RENT.** If rent has not been paid by the 5th, a **\$50 late charge** will be applied and payable immediately. Each day past the 6th an additional \$10 per day is added to the late charge payable. Additionally, an eviction notice will be served and the sheriff will be notified to remove you from the premises as permitted by Arkansas Eviction Laws.

4. Rent is first applied to past due late charges. Sundance policy is to collect late charges first. Payment is next applied to any damages found on monthly inspections. Any unpaid rent will continue to accrue at an additional rate of 10% of the balance due. When this balance reaches \$100 and three past rents have been received late, the tenant will be expected to vacate the premises or will be forcibly evicted by process permitted by Arkansas law.

5. Eviction Notices. If you receive three eviction notices for non-payment of rent within a 6 month period, you are considered habitually late and will be asked to vacate **without exception.** Eviction notices for noise, unruly behavior of occupants or guests, or violating any part of the code of conduct of Sundance Townhomes will be expedited to the sheriff for immediate removal of the violating tenants or guests.

6. CWL electric utilities are your responsibility to pay. Sundance Townhomes provides water & sewer service, garbage pickup, and lawn maintenance only in the **STANDARD LEASE AGREEMENT.** (*Special*



leases are available upon request.) If you are unable to get utilities in your name, your lease will be void. If utilities are disconnected for non-payment, your lease is void and you must notify management and vacate the premises.

7. Each apartment has two parking spaces. If you have visitors, please have them double park behind **your** vehicle(s). If you or your guest is parked in someone else's space and you are asked to move and do not comply, we will have that vehicle towed away. A tow fee of \$200 will be added to your rent and due the following month. In addition, you may have to pay the towing company's fee to recover the vehicle. Repeated violations will result in termination of the lease agreement and you will have to move out.

8. Quiet Living. Each resident should expect to live in a quiet and non-threatening environment. No one should have to ask you to turn down the music, stop blowing the horn, or go inside to have conversations late at night. Repeated confirmed reports of unacceptable disturbances will be handled with eviction notices.

9. Keep your area clean. The area around your townhome should be neat and clean. Trash should be picked up regularly. Sundance management has the final say as to what can be outside or inside your residence. It is recommended that bicycles and children's riding toys be stored inside the gate in the courtyard. It is also suggested they be locked up to prevent theft. Residents not following the cleanliness and neatness policy will be asked to vacate.

10. No Pets Policy. No one, without exception, is to have a pet on the premises anywhere on Sundance Townhome's property without prior management **written** approval. That includes but is not limited to dogs, cats, birds, hamsters, lizards, snakes, ant farms or reptiles of any kind. It also includes medically necessary prescribed comfort animals.

According to the Center for Disease Control, the top 10 most dangerous dogs are:

- 1. Pit Bull (any mix)
- 2. Rottweiler
- 3. German Shepherd
- 4. Husky
- 5. Alaskan Malamute
- 6. Doberman Pinscher
- 7. Chow Chow
- 8. Great Dane
- 9. St. Bernard
- 10. Akita

Dog sitting is never allowed. Unless prior permission is obtained from Sundance management by calling 870-761-9065 or 870-680-3852. Under no circumstances will **any breed or partial breed** of any dog listed above be allowed on Sundance premises without management knowledge. This includes in or on the parking lot or in cars/trucks in the parking lots. It applies to guests and visitors.



Any tenant caught dog (PET) sitting without the payment of the \$400 pet fee or special written permission, or harboring **any breed or part breed** of any dog (PET) on the CDC 10 most dangerous dogs list, will be evicted from the premises and permanently banned from the property.

Accommodations for special needs animals. Accommodations are made for medically prescribed comfort or service animals per the American Disabilities Act or regulations issued by Fair Housing authorities. Sundance management must be made aware of any legally prescribed animal BEFORE such animal is allowed on the premises. Paperwork is required. **Vaccination records are a must-have! No exceptions! Keys will not be issued without verifiable vax records.**

Pet Rules. If you have received permission to have a small “inside” dog or pet and have paid the non-refundable deposit of \$400 per animal, these rules in addition must be followed.

1. When you stroll/walk your dog/cat you must have a pooper scooper.
2. Do not walk your dog near any apartment other than your own.
3. Under no circumstances let your dog poop or urinate near the swimming pool or the management office, community room, or shop.
4. You must be with your animal at all times. No tie-up chains/ropes.
5. If you walk your dog, it must be on a leash. City ordinance requires.

11. Each tenant pays a one-time cleaning fee. This is a nonrefundable deposit. A cleaning and minor damage repair fee is required to be paid by each tenant(s) that moves in. This fee covers cleaning, re-keying keys, and any minor damages to the unit by fault of the tenant/resident or guests of the unit that occur while occupied by the tenant. If damages exceed this amount, Sundance Townhomes reserves the right to recover any expenses from the occupant necessary to return the unit to original condition it was let to the tenant in. To recover any portion of your cleaning fee, at the management’s discretion, upon termination of your rental agreement, the following conditions must be met:

A: 60 days prior notice of lease agreement termination must be submitted in writing. This form is provided in this addendum below.

B: Tenant must have completed the term of the original lease agreement.

C: Keys must be returned.

D: Townhome must be clean inside and out.

E: Window blinds must not be damaged. Windowsills clean.

F: Appliances and cabinets must be empty and clean.

G: Picture hangers removed from walls. Holes filled.



H: Townhome must be returned to management control in the same condition as was delivered to the tenant.

Note: Management will inspect the property once the tenant has vacated and determine the amount of the cleaning fee, if any, to be returned. You are encouraged to take photos upon move in and move out. We enjoy returning cleaning fees when our units are rentable immediately when returned in same condition we let for rent initially.

12. Each apartment has its own private deck or patio. Please be respectful of others' property and do not use any other tenant's property without permission. This includes grills, lawn furniture, toys, etc.

13. Trash pickup is on Wednesday mornings. It is the resident's responsibility to place the garbage container by the road on time. Large items such as furniture and large children's toys to be discarded are allowed on the Sundance trailer with special permission from management. Please let us know if you have a large item you need to dispose of.

14. Adult residents are responsible for minor residents' behavior. Parents and caregivers are expected to supervise children and visiting children at all times. If children are found unsupervised or acting in a way that could cause harm to them or others, the police will be called, and someone could be issued a citation for improper supervision of minors. Sundance management's goal is to always provide a safe environment for all its residents, especially children.

Special Notice:

Accommodations for special needs animals. Accommodations are made for medically prescribed comfort or service animals per the **Americans with Disabilities Act** or regulations and opinions issued by **Fair Housing** authorities.

Sundance Townhomes management recognizes and will follow all the rules and regulations of the Fair Housing Act and Americans with Disabilities Act.

For a resident tenant to have a special service animal or comfort animal, Sundance Townhomes management will require the applicant or current tenant to have a written prescription from a licensed practitioner of medical or mental health services who is authorized to issue such prescription before the animal is allowed permanently to reside on the premises.

All special services animals or comfort animals are required to have all vaccinations current and maintained current. Vaccination records must be included with an application or submitted **BEFORE** an animal is brought onto the property or as soon as reasonably feasible. A reasonable time frame is 7 days. An applicant must show proof of vaccinations before special services animal can be permitted to reside on the premises during the lease period. All residents must also follow all city and county leash laws to the best of their ability.



No outdoor tie-ups will be permitted for any animal, service animals included. Any animal that threatens or harms another resident or guest of a resident will be removed from the property or turned over to the proper authorities to address.

It would be a good idea to have your animal collared for identification in case animal control picks up a loose animal that may accidentally escape its owner. Any animal loose on the premises is subject to be reported to animal control as a stray. Owners must always be in control of the animal at all times.

A resident tenant will be financially responsible for any damage a service or special services animal causes (includes permitted pets too) and will be billed and must pay as soon as the damages are discovered or with the next rent assessment.

15. Residents are responsible for guests and visitors. Guests and visitors to Sundance Townhomes are the responsibility of the tenant they are visiting. Guests not following Sundance policies will be asked to leave. If they don't comply, then the police will be called to remove unwanted visitors. Damages caused by guests are the responsibility of the tenant whom they are visiting. Guests must be in the company of tenants at all times.

16. Destruction of property will not be tolerated. Anyone caught intentionally destroying property of Sundance Townhomes or residents of Sundance Townhomes will be prosecuted to the fullest extent of the law. **No Exceptions.**

17. Sundance management will regularly inspect its property and perform regular maintenance. A pest control service tech will be allowed in each apartment once a month accompanied by someone from Sundance management. If you have pest control issues, please contact Robert Jolly in 1916 Word Cv, Apt B. and he can arrange a special service call to rid your apartment of unwanted pests.

18. Bed Bugs, Rodents, Flees and Insects. Sundance management makes every effort to control pests in the dwellings. Every apartment is bug and rodent free when turned over to the tenant. You should have signed an inspection form prior to moving in. If bed bugs are found, Sundance Townhomes will work with the tenant to make payment arrangements to eliminate the bugs from the unit if the tenant is found to be at fault.

19. Disabled Vehicles will be towed at the owner's expense. Sundance management will issue a verbal warning for vehicles on blocks or not operational. Vehicles found to be not working or disabled will be removed after 7 days from the date the resident is given notice.

20. Disorderly House. It is unlawful to engage in or not take legal steps to prevent any quarreling, fighting, disorderly conduct or condition that threatens injury to others. It is unlawful to damage property, participate in loud, raucous, or disagreeable noises to the disturbance of the neighborhood, or the disturbance of the general public on the grounds or parking lot of Sundance Townhomes. Residents not obeying this policy will be evicted.

21. Illegal Drug Use. No tolerance illegal drug use policy. Tenants participating in illegal drug use or trafficking will be evicted.



22. Sublease. Subleasing is not allowed. No person is allowed to assume the registered tenant's lease. Persons attempting to sublease, assume lease or simply pay rent and expect to occupy the apartment will be considered trespassing and forced to leave.

23. Tenants on the Lease. All persons living in the apartment unit over 18 years old must sign the lease and agree to the terms of the lease. Anyone sleeping over 3 consecutive days/nights is considered living in the apartment and will be required to sign the lease and submit to a background check. Background checks are \$30. Sundance Townhomes management reserves the right to charge \$50 a day (maximum of \$300) for any individual who is not on the lease, fails to submit to the required background check, or otherwise occupies as a tenant over three consecutive days/nights in any unit on Sundance property. It is possible to get special permission in some circumstances for limited visitors longer than the 3 days. Please ask management first to prevent an undesired conflict later.

24. Gates on Cedar Heights Cove are to be locked at all times. The gates between 301, 303, 305, 309, 311, and 315, are for the downstairs residents only and must be kept closed and locked. Tenants in the downstairs apartments are issued keys to the locks on the gates nearest their apartment. These gates are to remain locked at all times. This is for everyone's safety. Residents in the upstairs units are expected to use their back doors to reach the courtyard.

25. No Loitering. Loitering outside your apartment by anyone on the street side of Melrose, Cedar Heights Dr. and Cedar Heights Cv. is not permitted. Visiting or "hanging out" inside the courtyard or your porch deck **is permitted.** The Jonesboro Police have been authorized to enforce the city-wide loitering ordinances. Anyone consistently abusing the loitering policy will be asked to find another housing provider. Sundance management has provided picnic tables inside the courtyard for your personal use.

26. Swimming Pool. There is **NO LIFEGUARD** on duty at any time. The Sundance swimming pool is for residents only. Children under the age of 16 must be accompanied by an adult age 21 years or older who can swim. Guests of residents are permitted to swim with special permission from Robert Jolly, the resident manager. **What he says goes!** All posted pool rules must be followed. Anyone not willing to follow the rules, posted or verbal, should swim elsewhere. We want you SAFE!

26A. Swimming Pool Addendum. 6/5/2018 – It has become necessary to limit guests to 1 person per tenant and that tenant must be present at the pool while the guests swim. Resident tenants are responsible for guests' behavior. Our Sundance swimming pool is for tenants-only enjoyment. A special permission form must be completed prior to guests swimming. Rowdy behavior and foul language will not be allowed. Again, anyone not willing to follow the rules should swim elsewhere.

27. Repairs and Maintenance. Sundance Townhomes maintains some parts, supplies, tools and cleaning equipment necessary to make most common repairs. Upon request we can supply you with a maintenance repair request form so you may make your request in writing if you wish to do so. All repairs and maintenance issues should be recorded using the Maintenance Request Form. Not requesting the repair or issue to be corrected in writing can lead to delay or lack of performance by the maintenance team. We can't fix it if we don't know about it.



28. Alterations: The tenant/resident shall **NOT** make any alterations to the apartment, without special permission, including but not limited to the following: Paint, wallpaper, blinds, change or install locks, install satellite dish or similar equipment, screws, fastening devices, adhesive materials, place signs, displays, deface or mark on the outside of the building/unit or other exhibits, on or in any portion of the premises without the written consent of the LANDLORD.

29. Maintaining Curb Appeal: Resident/Tenant shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. If your garbage receptacle becomes full before trash day, please call management for an additional receptacle. Do not leave bagged waste outside a waste can.

30. Drains and Plumbing: Resident/Tenant is responsible for keeping the kitchen and bathroom drains free of items that may tend to cause clogging of the drains. If found to be at fault, resident/tenant will be responsible and shall pay for the cleaning out of any plumbing fixture that may need to be cleared of the stoppage and for the expense of any damage caused by stopping of waste pipes or overflow from bathtubs, wash basins or sinks.

31. Liquid Filled Furnishings: No liquid filled furniture or receptacle containing more than 10 gallons of liquid is permitted without prior written permission and meeting the requirements of the **LANDLORD**.

32. Declaration of Liability: For any action or threaten action taken to enforce a right or remedy provided by this subchapter, a landlord, a premises owner, an agent or attorney for the premises owner, and real estate licensee are immune from civil liability for the breach of an express or implied covenant concerning the possession or quiet enjoyment of the leased premises.

33. Insurance: Resident/Tenant acknowledges that LANDLORD/OWNER insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes nor shall the landlord be held liable for such losses. Resident/Tenant is hereby advised to obtain his/her own insurance policy to protect and cover any personal losses. Renters insurance is usually cheap and can in some cases be added to auto policies. Check with your insurance agent for detail. Sometimes this is cheap and valuable to have.

34. Right of Entry and Inspection: Landlord/Maintenance personnel may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. Landlord may enter for the purposes of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and for normal inspections and ordinary maintenance issues such as air filters and evaporator air conditioner drain lines.

35. Be a Good Neighbor. It is impossible to tell adults how to act at all times. Not every rule can be dictated, nor does it need to be. Act responsible and treat your neighbor with respect and kindness. Simply put, be an adult and do the right thing.

To Sundance Townhomes residents with pets:

All residents are informed in writing prior to moving in of the pet policy of Sundance Townhomes.



This **PET** policy applies to all pet owners not covered by Fair Housing regulations regarding comfort animals or the Americans with Disabilities Act for service animals. Sundance Townhomes management will abide by the rules and regulations comfort and service animals are prescribed by proper authorities or physicians licensed to issue such permits.

This PET policy starts with:

1. A \$400.00 non-refundable per PET deposit must be paid prior to having a PET at Sundance Townhomes. This includes tenants that want to “dog sit.”
2. There is an additional per month PET charge with the rent. (See lease)
3. All pet owners must keep current vaccination records required by local and state law and submit those vaccination records to Sundance management.
4. The only pets allowed at Sundance Townhomes are indoor animals/pets that will not exceed 20 pounds fully grown.
5. All pets at Sundance Townhomes are inside pets, therefore are to be kept inside. No outside tie-ups allowed.
6. When dogs/PETS are taken outside they must be on a leash and accompanied by the owner or pet sitter. This is a Jonesboro city ordinance.
7. The dog owner/sitter is responsible for cleaning up after the dog/cat which includes picking up **ALL** “deposits” and poop left by the dog/cat.
8. It is expected that all dog/cat owners/sitters are to respect the surrounding area of neighbors.
9. A medically prescribed service animal or comfort animal **is not considered a pet**. Sundance Townhomes will comply with all regulations of the American Disabilities ACT and the Fair Housing regulations regarding medically prescribed service and comfort animals.

Whether you own a pet or are pet sitting with management permission, the pet policy of Sundance Townhomes is still to be followed. Failure to follow the rules of Sundance Townhomes pet policy can result in a fee of \$100 a month added to your rent or lead to legal action taken or eviction. The goal of Sundance Townhomes is to provide a quiet, safe and comfortable living experience. Anyone not wishing to abide by these rules will need to seek housing accommodations elsewhere.

We appreciate your attention in this matter,

Sundance Townhomes

John Hardin: Owner

Robert Jolly: Resident Manager



Residents are asked to follow a code of conduct that helps Sundance Town Homes provide a safe, secure, clean, quiet living environment to be enjoyed by all who live here. Sundance Management strives to create a small community with affordable housing and outstanding residential services for ALL its residents. Anyone not wishing to take part in this shared goal should seek housing elsewhere.

By signing below, you are buying into this entire agreement of understanding.

Thank you for choosing Sundance Town Homes as your place to live in Jonesboro!

Tenant's Printed Name: _____ Date:

Signature _____

2nd Tenant's Printed Name: _____ Date:

2nd Signature _____

3rd Tenant's Printed Name: _____ Date:

3rd Signature _____

4th Tenant's Printed Name: _____ Date:

4th Signature _____



This document can serve as proof to CWL to have Utilities switched in your name. Present this or a copy of your lease to CWL.

John Hardin

Unit _____ Apartment # _____

Return this page with signatures

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Tenant's Printed Name: _____ Date: _____

Signature _____

2nd Tenant's Printed Name: _____ Date: _____

2nd Signature _____



3rd Tenant's Printed Name: _____ Date:

3rd Signature _____

4th Tenant's Printed Name: _____ Date:

4th Signature _____

Unit _____ Apartment # _____

(This page is duplicated with the lease)



Please use this form to announce to Sundance management of your intent to vacate. You will owe rent even if you have vacated if you don't complete this form and deliver to Sundance Townhomes management. This 30-day notice is REQUIRED.

Date _____ / _____ / _____

Notice to Landlord to Vacate

From _____

Address _____

On (date) _____ / _____ / _____ we will terminate our Lease with Sundance Townhomes.

We understand that we agreed to notify Sundance Townhomes management 30 days prior to terminating our lease and vacating the property. We understand we are responsible for paying rent through the 30-day notice period stated in the lease agreement we signed. We agree to return all keys originally issued and keys we may have duplicated in our possession to Sundance Management.

Have you notified the post office of your new address?

Forwarding Address:



In accordance with our lease agreement, we agree to allow Sundance Townhomes Management to show our apartment to prospective Tenants at reasonable times with reasonable notice.

Tenant

Received by: _____

Tenant