Rules and Regulations
Sunland Condominium Owners’ Association

Article I-Purpose and Authority

These rules and regulations, hereinafter called the R&Rs, cover conduct and uses of units and common areas for the common good. See RCW64.32, Articles 12, 17 and 18 of the Declaration and Article XVI of the Bylaws.

Article II-Application

These R&Rs apply to owners, guests, family members, tenants or contract purchasers. Except for owners, any of the above classifications residing or staying temporarily in the Unit are deeded to have had delegated to them the right to the use and enjoyment of the area and facilities and shall be subject to the penalties for misuse or violation to the same extent as the owner.

Article III-Enforcement

The Board has the authority to enforce these R&Rs by the establishment and imposition of fines and the suspension of voting privileges.

Article IV-Rule Violation Hearing, Procedures and Penalties

1. Prior to enforcement of these rules, State Law requires that they shall have been published to the membership of the Association, that they set down a charging and hearing procedure which meets the requirements of the due process of law and that they set down a schedule of fines and suspension of rights which may be imposed.

2. Hearings on rule violations are commenced by the signing in the Association office of a Citation form in which will be inserted the time, place, and date of the violation, the name and address of the violator, the facts alleged in support of the violation, and the rule violated.

3. A copy of the citation shall be served on the alleged violator as soon as possible along with a copy of the form entitled “Plea to Citation”. Failure to enter a plea within five (5) days after service (Saturdays, Sundays, and holidays excluded) will result in the entry of an Order of Disposition and possibly a fine or denial of the right to vote.
4. Upon entering a plea of No Contest, no hearing shall be held except on mitigation of penalty when requested on the Plea to Citation form, otherwise an order of Disposition will be entered, possibly ordering a fine or suspending the right to vote or both.

5. Upon entry of a plea of Not Guilty, a time for hearing shall be set which will allow the person charged a reasonable time within which to obtain representation of an attorney at his/her own expense if he/she wants one, and a reasonable time within which to prepare for the hearing.

6. Copies of the citation, the Plea to Citation, the Order Setting Hearing, and the Order of Disposition forms are available in the Association office.

7. At the hearing the person charged shall have the right to examine the witnesses in his/her own behalf, the right to testify in his/her own behalf and the right to refuse to testify in which event no inference of guilt shall arise there from; the right to cross-examine the prosecution witnesses and the right to make a closing statement.

8. After the parties have presented their evidence and closing statements, the Board or Hearing Committee, or Hearing Officer appointed by the Board to hear the case shall make a finding of either guilty or not guilty on an Order of Disposition form and enter thereon appropriate further orders.

9. The Board or its Hearing Committee or Officer shall not enter a fine greater than $200.00 or a suspension of the right to vote longer than 180 days, or both. However, suspensions of the right to vote shall terminate immediately after the next meeting of members. In cases where the suspension was ordered for failure to pay any special or annual assessment, it shall automatically terminate upon the payment of all assessments then due. As a minimum, penalties may be entered consisting of merely a warning or a continuance on condition to be observed or performed during a period not to exceed twelve (12) months. The penalty imposed shall be within the sole discretion of the Board or its Hearing Committee hearing the case, and there shall be no appeal there from.

10. In fixing the penalty consideration shall be given to the seriousness of the rule violated, to the facts established by the evidence, the attitude and circumstances of the violator and his/her record, if any, of prior violations. The following chart shall be referred to in fixing the appropriate penalty:
Type of Violation

<table>
<thead>
<tr>
<th># of Offenses</th>
<th>Minor Seriousness</th>
<th>Moderately Serious</th>
<th>Extremely Serious</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>Warning or continuance</td>
<td>$25 fine</td>
<td>$50 fine</td>
</tr>
<tr>
<td>2nd</td>
<td>$50 fine</td>
<td>$75 fine</td>
<td>$100 fine</td>
</tr>
<tr>
<td>3rd and subsequent</td>
<td>$100 fine</td>
<td>$150 fine</td>
<td>$200 fine and vote suspension</td>
</tr>
</tbody>
</table>

11. As of 1994, a copy of the R&Rs will be mailed or delivered to each owner presently residing in his/her unit, to each tenant in possession of a unit, and to each successor owner of a unit who is in possession. A receipt by such owner or tenants shall accompany the R&Rs, which shall be returned to the Association office where it will be filed in the unit address file.

Article V

1. Speeding: No person shall drive a motor vehicle on Hilltop Dr in excess of 15 MPH.

2. Parking RVs: Golf carts, boats, trailers, campers, vans and other RVs shall be housed in the owner’s garage or in the Sunland RV park, or Golf shed. Such vehicles may be parked in the driveways for up to 48 hours for loading or unloading and servicing.

3. Outside Carpeting: The use of any type of carpeting on wood decks, steps or porches which are exposed to precipitation is prohibited.

4. Outside Painting: Owners shall not paint any lanai, deck, fence, patio, mailbox housing, or the exterior of any building without prior Board approval.

5. Additions or Alterations of Buildings: Nothing shall be altered or constructed upon or removed from the common area, except upon prior written consent of the Board or Managing Agent. (See article 18J of the Declaration).
The owner’s request for a building addition or alteration shall include the following items:

a) A completed Request for Service (RFS) form;
b) Written approval of all unit owners within the same building and all unit owners who may view it from their unit;
c) A description of the proposed addition or alteration, including as appropriate, its shape, height, width, elevation, materials, color, location and such further information as may be necessary to evaluate it fully;

The Board may request additional information or details such as, but not limited to:

a) A set of construction drawings prepared by a licensed architect, contractor or engineer;
b) A statement by a licensed architect, contractor, or engineer that the addition will not impair the structural integrity of any part of the property and will not interfere with any mechanical system;

The Board has sole and complete discretion to approve or disapprove an addition or alteration requiring approval. The Board may take into account when reaching its decision such matters as the as the alteration (i) will not impair structural integrity or any part of the property, (ii) will not interfere with any mechanical systems, (iii) is consistent with the governing documents, (iv) will not detract from the appearance, harmony, attractiveness and enjoyability of the property, and (v) will not impose an unreasonable maintenance burden on the Association.

The owner or his agent or contractor is required to obtain an approved building permit when applicable to assure compliance to all relative building codes.

Any owner who performs an addition or alteration to their unit must provide the Board with a Hold Harmless agreement (see exhibit A) which released the Association from any costs of repair, maintenance, or liability from such addition or alteration. Any costs to repair or maintain additions or alterations shall be borne by the owner of such addition or alteration.

1. Open burning: Burning within the common area is prohibited.
2. Planting in the Common Area: Planting in the common area is prohibited without the prior permission of the Landscape Chairman. PUD requires no planting within 3 feet and none inside the transformer area.
3. Tree or Brush trimming: Tree and brush trimming within the common area without the prior permission of the Landscape chairman is prohibited.
4. Keeping Animals: No livestock, poultry or other animals shall be kept in or around any unit or on the common area except usual household pets. Owners of rental units will be responsible for pet rules.
5. Restraining Pets Outside: When out-of-doors, pets shall be restrained from running free (includes dogs and cats).
7. Nuisances and Annoyance: No activities shall be carried on in any unit or in the common area which are unlawful, a nuisance or annoyance to others.
8. Antennae and Signs: No antennae or sign visible to others shall be erected on or around any unit without the prior written consent of the Board. Real Estate sign regulations are the same as SLOA.
9. Assessments: Unit owners shall pay all assessments when required.
10. Notifying Office of Lessees and Purchasers: Each owner shall advise the Board or office, in writing and in advance of occupancy, of the name, address and phone number of the purchaser or lessee of his/her unit.
11. Outdoor lighting: Each owner shall have darkness to dawn automatic lighting on the street side of his/her unit.
12. Golf Carts: Golf carts shall not be driven on the common area between buildings to gain access to playing area.
13. Wood Piles: Wood Piles shall be placed at least (8) inches away from any exterior painted surfaces.
14. Limited Common Area Duties: Owners/renters shall keep their limited common areas in clean condition and shall take proper care of all plants planted by them or by their predecessors as owners.

Dated this seventeenth day of February 2003.

SUNLAND CONDOMINIUM OWNERS’S ASSOCIATION

_________________________________________
President, Board of Directors.
APPENDIX A

I________________________________ hold Division 7 Condominium Owners’ Association harmless from repairs, maintenance and liability due to modifications or alterations to my property at_______________________________.

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