

Rules and Regulations

Sunland Condominium Owners' Association

APPROVED January 19, 2023

Changes included in this revision of the Rules and Regulations:

1. *Revision of titles and list format for consistency with other Governing Documents.*
2. *Descriptions of Common Areas and Limited Common Areas.*
3. *Clarification of Owner's responsibilities in regard to Limited Common Area usage and care.*
4. *Updated notification process for Rules and Regulation Violations, including Fine amounts and Violation Procedures and Penalties. Changes were adjusted to be consistent with SLOA Rules and Regulations.*
5. *Table of Contents added.*

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**Rules and Regulations
Sunland Condominium Owners' Association
December 12, 2022**

Article 1-Purpose and Authority

These Rules and Regulations, hereinafter called the R&Rs, cover the conduct and uses of Units and Common Areas for the common good. The authority of the Board to adopt, publish, legally file, and enforce the R&Rs is established in the RCW64.32, in Articles 13, 19, and Article 20 K of the Declaration (CCRS), and Articles IX of the Bylaws.

Article II-Application

These R&Rs apply to Owners, guests, family members, tenants, or contract purchasers of Units within the Association. Except for Owners, any of the above classifications residing or staying temporarily in the Unit are deemed to have had delegated to them the right to the use and enjoyment of the area and facilities and shall be subject to these Rules and Regulations, and to penalties for misuse or violation to the same extent as the Owner.

Article III General Rules

- A. Assessments: Unit Owners shall pay all assessments when due as outlined in the Bylaws. If any assessment is not paid in full within thirty (30) days after it was first due and payable, the assessment shall bear interest on the unpaid portion from the date the assessment was due at the maximum rate provided by law, per Article 15, Section K of the Declaration, and Article XIV Section G of the Bylaws.**
- B. Definitions: Terms used herein are as defined in the Bylaws under Article II.**
- C. Notifying Office of Lessees and Purchasers: Each Owner shall advise the Board of Directors in writing and in advance of occupancy, including the name(s), address and phone number of the purchaser or lessee of his/her Unit.**
- D. All Owners are expected to comply with SunLand Owners Association (SLOA) Rules and Regulations as stated on the SLOA website.**

ARTICLE III General Rules (continued)

E. Road and Vehicles:

- 1. Speeding: No person shall drive a motor vehicle on Hilltop Drive 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 golf shed, or in the Sunland Owners Association (SLOA) RV Park. Owners should contact the SLOA office for information regarding renting RV spots. Such vehicles may be parked in the driveways for up to 48 hours for loading or unloading and for servicing.**
- 3. Golf Carts: Golf carts shall not be driven on the Common Area between buildings to gain access to the Golf Course.**

F. Common Area and Limited Common Area Rules

- 1. Common Areas are all portions of the Association except the Units and are designated by the Board for "Community Areas" or "Common Elements" which may be used by all Owners, within the parameters set out by these Rules and Regulations. Owner(s) who rent their Units will be held responsible for adherence to all R&Rs by their tenants.**

Common Area Rules include:

- a. Open Burning: Open burning or fires within the Common Areas or Limited Common Areas are strictly prohibited at all times. Patio heaters using propane may be used but not left unattended at any time. Propane devices, including tanks, barbecues, and patio heaters, are prohibited to be installed or used touching or attached to any wooden structure or siding, without Board approval.**
- b. Plants or Trees in the Common Areas: Planting or removing plants or trees in the Common Area is prohibited without the prior permission of the Landscape Director. NOTE: Clallam County PUD prohibits planting(s) within 3 feet of the utility/transformer area, and prohibits planting inside the transformer area.**
- c. Tree or Brush Trimming: Tree and brush trimming within the Common Area without the prior permission of the Landscape Director is prohibited.**
- d. Owners may request the approval of the Board and Landscape Director to add plants and landscape features to the Common Area or Limited Common Area that immediately surrounds their Unit, at the Owner's cost. After approval, Owners are responsible for the proper care of all plants planted by them or by their predecessors as Owners. Proper care includes pruning, watering and replacement of plants as required. Only plants donated by Owners for planting by the Association will be maintained by the Landscape Director and Committee.**

Common Area and Limited Common Area Rules (continued)

2. **Limited Common Area**, as defined in Article II and Exhibit A of the Bylaws, and Exhibit B of the Declaration, includes those Common Areas that are assigned to the individual Unit Owner for their exclusive use. The Association is responsible for maintenance unless changes or alterations have been made by the Owner(s). Limited Common Areas include patios, decks, sidewalks or walkways, exterior stairs, and driveways of the Units.

Limited Common Area Rules include:

- a. Owners or occupants are responsible for the care of their Unit's allocated Limited Common Area elements as follows:
- ✓ Owners are obligated to submit, in a timely manner, a Request for Service for any issues to avoid long term major damage to their Limited Common Area due to wood rot or other maintenance concerns.
 - ✓ Owners are responsible for the day-to-day care and maintenance of the plants inside courtyards or patios or on decks; planters and pots on decks must be elevated from the wood or composite decking to prevent water damage.
 - ✓ Owners are required to attend to the care of all wood components on or next to their Limited Common Areas to ensure no water damage is done from watering, stacking of wood, or lack of protection under flowerpots. Water damage to patios, privacy walls, or fences due to attached flower boxes will be the responsibility of the Owner to repair.
 - ✓ Owners must pay attention to and report any drainage issues that affect the flow of rainwater.
 - ✓ Owners must adhere to the R&Rs regarding limited use of carpeting on decks and porches
 - ✓ Owners must maintain and keep clean any wood burning interior fireplaces/stoves and flues to prevent fires.
- b. **Wood Piles:** Wood piles shall be placed at least twelve (12) inches away from any exterior wood or painted surfaces. Any damage to exterior siding, decks, or privacy walls as a result of wood or firewood storage will be repaired by the Association at the Owner's expense as outlined in Section F2 of R&Rs.
- c. **Outside Carpeting:** The use of any type of temporary or permanently installed carpeting on wood decks, wood steps or wood porches which are exposed to precipitation is prohibited. If any carpeting, rug or flooring is installed or used on wooden decks or steps, any damage resulting from that use will be repaired by the Association at the Owner's expense.
- d. **Outside Painting:** Owners shall not paint any deck, privacy wall or fence, patio floor or wall, mailbox housing, or the exterior of any building without prior Board approval. (See Article IV of this document for approval process.)
- e. Owners are obligated to submit a Request to the Board, as outlined in Article IV of these Rules and Regulations, for any changes or alterations to Limited Common Areas,
3. **Nuisances and Annoyance:** No activities shall be carried on inside any Unit or in the Common or Limited Common Areas which are unlawful, or are a nuisance or annoyance to others.

Common Area and Limited Common Area Rules (continued)

A. Pets and Animals

- 1. 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.**
- 2. Restraining Pets Outside: When out-of-doors, pets shall be restrained from running free (includes dogs and cats) at all times.**
- 3. Pet Dropping Removal: Pet Owners shall immediately remove pet droppings and dispose of them appropriately.**
- 4. All tenants and guests of Owners must adhere to the R&Rs as stated, including rules regarding pets.**
- 5. To prevent damage to the Unit exteriors and interiors, and to prevent an influx of rodents and the spread of diseases that they carry, the feeding of wildlife including deer, raccoons and birds is strictly prohibited. Hummingbird feeders are permitted to be in use.**

Article IV Architecture, Building and Landscape Regulations

- A. Outdoor Lighting:** Each Owner shall install and maintain darkness-to-dawn automatic lighting on the street side of their Unit. Owner-required maintenance includes regular cleaning, bulb replacement, and repairs as needed.
- B. Antennae and Signs:** No antenna or sign visible to others shall be erected on or around any Unit without the prior written consent of the Board. An Owner may request an exception to the antenna or signs criteria by submitting a request in writing to the Association Board of Directors for their consideration. One professional real estate sign may be displayed on each road frontage per Unit property without permission from the Board of Directors until sale of Unit has been completed. PER SLOA Rules – Election/Political signs for any registered candidate may be displayed on Owner’s Common or Limited Common Areas prior to a Primary Election and may stay up for any registered candidate who is moving on to the General Election. Election signs must be removed no later than the day after the election and must comply with Sunland Owners Association (SLOA) Rules and Regulations which are posted on the SLOA website. Only one sign per candidate or issue is allowed.
- C. Additions or Alterations of Buildings or Landscape Components:** Nothing shall be altered or constructed upon or removed from the Common Area and Limited Common Areas, except upon prior written consent of the Board of Directors or Managing Agent. (See Article 18J of the Declaration).

An Owner’s request for any Unit additions/alterations to the Common Area or Limited Common Area of a Unit or any changes in Landscaping surrounding a Unit, shall include the following:

1. A completed Request for Service (RFS) form (available on Association website, or the Owner Project Approval Request form (see Appendix A of this document).
2. Written approval of all Unit Owners within the same building and all Unit Owners who may view it from their Unit.
3. A description of the proposed addition or alteration, including as appropriate, its shape, height, width, elevation, materials, color, location, impact to surrounding Common Areas and other Units, and such further information as may be necessary to evaluate it fully. Landscape changes require a drawing of the changes to plants, trees, and other Common and Limited Common Area yard components.
4. All initial requests and documentation must be submitted to the Association – not SLOA – for preliminary approval.

Article IV Architecture and Building Regulations (continued)

- 5. The Board may request additional information or details such as, but not limited to:**
 - d) A set of construction drawings prepared by a licensed architect, contractor, or engineer**
 - e) A statement by a licensed architect, contractor, engineer, that the addition will not impair the structural integrity of any part of the property and will not interfere with any mechanical system or irrigation lines or impact negatively any surrounding landscape area plantings.**
- 6. The Association Board has sole and complete discretion to approve or disapprove an addition or alteration requiring approval. When reaching its decision, the Board may consider such matters as noted:**
 - a) The alteration will not impair structural integrity or any part of the property,**
 - b) The alteration will not interfere with any mechanical systems,**
 - c) The alteration(s) are consistent with the governing documents, including the Articles of Incorporation, the Declaration (CCRs), the Bylaws, and these Rules and Regulations.**
 - d) The alteration will not detract from the appearance, harmony, attractiveness and enjoyability of any properties of the Association.**
 - e) The alteration will not impose any maintenance burden on the Association.**
- 7. Once Alterations or Additions are approved by the Association Board of Directors, the plans and supporting documentation must be submitted by the Association to the SunLand Owners Association (SLOA) for their approval. Owner(s) will be notified of the decision of SLOA by the Association.**
- 8. The Owner (or their agent or contractor) is required to obtain an approved building permit from Clallam County, when applicable, to assure compliance with all relevant building codes. After approval, the Board will require proof of application for building permits as required by building codes of Clallam County and/or the State of Washington regulations.**
- 9. Prior to the start of an approved project, the Owner who performs ANY addition or alteration to their Unit must also submit to the Board a signed Hold Harmless Agreement (see Appendix B in this document), which relieves the Association from any and all costs of repair, maintenance, or liability from such addition or alteration. The Owner must also sign a Relief From Maintenance Responsibility Acknowledgement once project is approved (see #10 below and Appendix C form).**

Article IV Architecture and Building Regulations (continued)

- 10. Any costs to complete a project or to repair or maintain additions or alterations in the future, or any repairs needed on any part of the Unit or Building as a result of said project, shall be borne by the Owner of such addition or alteration. The Board must receive from the owner a Relief From Maintenance Responsibility Acknowledgement, in order to document the change in maintenance responsibility due to significant additions or alterations (see Appendix C).**

Article V- Enforcement

The Board has the authority to enforce these R&Rs by the establishment and imposition of fines and the suspension of voting privileges. Owners in the Association (Division 7) must comply with the Rules and Regulations as published by SLOA. As noted in Article VI, the Association agrees to follow the procedures outlined in the Sunland Owners Association (SLOA)'s Rules and Regulations as well as Section of System of Fines, Revision 17 – dated March 2022 (see attached).

The fines or penalties imposed on Owners of the Association remains at the discretion of the Association Board of Directors.

Article VI-Rule Violation Procedures and Penalties

Prior to enforcement of these R&Rs, 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. The charging and hearing procedure is outlined in this document.

Provided that the Association Board of Directors has concluded that a violation of these R&Rs has occurred, written notification to the Owner shall be given, together with a demand for corrective action and a time period with which such corrective action must be taken. In the event such action is not taken as required, the Board shall have the authority to impose fines or sanctions as it may deem appropriate and to pursue such legal action as may be considered necessary. Sanctions may include the suspension of voting rights as noted in the Declaration CCRs and Bylaws, and/or a monetary fine for the violation. The Board shall also have the authority to perform corrective action and invoice the Owner for the cost thereof.

The procedures for notification to the Owner of violations of R&Rs includes the following:

- A. A written Notice of Non-Compliance of Rules and Regulations (Violation Letter #1) will be sent to the Owners from the Board of Directors, either by mail or electronically, outlining the offense(s) and the specific Rules that have been violated.**
 - 1. The severity of the offense will be outlined, including consideration for the endangerment of other Owners.**

Article VI - Rule Violation Procedures and Penalties (continued)

2. **The frequency with which the same offense has been or is being committed by same Owner(s).**
 3. **Owner will be given 30 days to correct the violation and it will be the Owner's responsibility to notify the Board of the correction.**
- B. If no response after 30 days, a written Notice of Non-Compliance (Violation Letter #2) will be sent to the Owners by certified registered mail from the Board of Directors, notifying them of any fines that may be levied against the Unit, and outlining the expectation of immediate corrective action to avoid a fine.**
- C. If no response or corrective action is taken after 15 days, fines will be imposed as approved by the Board of Directors. Once a fine is approved, written notification to the Owners will be made by certified registered letter, including an invoice issued by the Board of Directors.**
- D. Written notification will also be sent at this time to the Sunland Owners Association (SLOA) for their review as applies to SLOA Rules and Regulations. SLOA will follow their documented procedures for Owner notification and resolution of the infraction.**
- E. In determining a fine to be levied, 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 summary chart shall be referred to in fixing the appropriate penalty. SLOA Board of Directors reserves the right to determine additional fines per their Rules and Regulations System of Fines documentation (see attached).**

F. Fines for Rules Violations and Offenses:

<u>Number of Offenses</u>	<u>Type of Violation</u>		
	<u>Minor Seriousness</u>	<u>Moderately Serious</u>	<u>Extremely Serious</u>
First Offense	Warning notifications	Warning notifications	Warning notifications
Fines after 45 days	\$25 Fine	\$50 Fine	\$50 Fine
Second Offense	\$100 Fine	\$150 Fine	\$200 Fine
Third and subsequent offenses	\$300 Fine	\$400 Fine	\$500 Fine and Suspension

Article VII Documentation and Notification to Owners

- A. The current R&Rs are required to be posted on the Association website for Owner reference at all times.**
- B. Revisions and updates to the R&Rs are the responsibility of the Board of Directors for approval, after review by the Governing Documents Committee.**
- C. Upon revisions approved by the Board, a copy will be provided in a timely manner 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. Copies may be delivered either by mail, by notification of the posting on the website, or delivered to Owners electronically. Receipt by Owner, Tenant or Successor Owner shall be assumed once notification, mailing or electronic delivery is completed.**
- D. A copy of the current R&Rs will be provided on the website for new Owners or Tenants and included in the Resale Certificate provided by the Association to the Buyer upon a confirmed change of Ownership or provided to a new tenant upon notification of occupation.**

Ratification

The Sunland Condominium Owners Association (Division 7) does hereby submit to the Owners these revised Rules and Regulations (R&Rs) as presented herein and amended, reviewed, and approved by motion of the Board of Directors on January 19, 2023, as reflected in the Minutes of the Board Meeting on that date.

Dated this 19 (day) of January (month), 2023 (year)

SUNLAND CONDOMINIUM OWNERS ASSOCIATION - DIVISION 7

Robert Baer
Signature

NAME: Robert Baer

TITLE: President, Board of Directors.

APPENDIX A

OWNER PROJECT APPROVAL REQUEST

Please complete the following form and submit to the Division 7 Architecture/Maintenance or Landscape Director(s) with any request for a project for which the Owner is responsible for the selection and payment of contractor(s) for completion of the project. Once approved by Architecture or Landscape Committee and Board of Directors, project plan will be sent by Division 7 to SLOA for approval, before alteration or project is initiated.

DATE: _____

Check one:

Landscape Project _____ **Architecture/Maintenance Project** _____

OWNER'S NAME _____

OWNER'S PHONE _____ **OWNER'S EMAIL** _____

PROJECT LOCATION/UNIT ADDRESS _____

PROJECT NAME/DESCRIPTION: *Please provide a complete detailed project plan (may be included via separate attachment). Include any changes or impacts to Common Areas or Limited Common Areas. Building permits are required and are the responsibility of the Owner and/or Contractor. Copies of all building permits granted must be sent to the Board prior to start of construction.*

CONTRACTOR NAME: _____

NOTE: It is the responsibility of the Owner to confirm and document contractor licensing, liability insurance, and I-9 completion for any company involved in the project. In addition, Owner must complete the Hold Harmless Agreement – see Appendix B of this document.

CONTRACTOR ADDRESS AND CONTACT INFORMATION:

ADDRESS: _____

PHONE: _____

APPENDIX B

HOLD HARMLESS AGREEMENT FORM

(Owner must complete this form and return it to the Architecture/Maintenance Director or Landscape Director prior to start of construction. Please include copy of Page 1 of APPENDIX A outlining the project plans.

I _____ (print OWNER'S NAME) agree to hold
Sunland Condominium Owners Association (Division 7) harmless from repairs, maintenance, and liability due
to modifications or alterations to my property at _____.

Owner Project Description:

Owner Signature:

Printed Owner name _____

Unit Address _____

Date _____

APPENDIX C

Form to be signed by the Owner(s) and Board President.

**APPROVAL OF ARCHITECTURE OR LANDSCAPE
OWNER PROJECT REQUEST**

and

RELIEF FROM MAINTENANCE RESPONSIBILITY ACKNOWLEDGEMENT

This document confirms the approval by the Board of Directors for the project outlined below

The Owner(s) hereby grants relief from all maintenance responsibility to Sunland Condominium Owners

Association for the Common or Limited Common areas altered or affected by the Project listed below:

Project description _____

built or created on:

(Date) _____, at (Address) _____

Parcel Number _____ in Sunland Division 7,

Unit _____ Block _____.

All maintenance henceforth for this Project, including all maintenance related to design and construction, as well as any negative maintenance impact to the surrounding structures, will be the responsibility of the present and future Owners of said Unit, and will be listed as such on all future Resale Certificates.

DATED this _____ day of _____, _____.

Owner(s) Signature and Acknowledgement

Printed Owner(s) name _____

President, Board of Directors Signature/Acknowledgement

Printed President's name _____

Director, Landscape or Maintenance and Architecture Signature/Acknowledgement

Printed Directors Name and Title _____