

Rules and Regulations

Sunland Condominium Owners Association

Division 7

APPROVED – January 16, 2025

Changes included in this revision of the Rules and Regulations:

1. Amendments to Article III General Rules
2. Changed Appendix titles to Exhibits, to be consistent with the CCRs and Bylaws.
3. Revisions to Exhibit A, B and C – Owner Project Approval Request, including addition of checklist, Approval of Owner Project Request form, removal of Architecture Committee language, and Hold Harmless Agreement revisions.
4. Addition of Exhibit D – Responsibility Chart for Owners and Division 7 which outlines components of the Common and Limited Common Areas, and further defines the responsibilities of Division 7 and Owners for maintenance and landscape issues.
5. Addition of Exhibit E – Owner(s) Contact Information Sheet – a form designed to identify contact information for use by only Division 7 Association during an emergency when the Owner is not available. The email addresses provided by the Owner(s) on this form will also be given to the CERT representative for their use for emergency notification, IF the Owner has selected that option on the form.

NOTE: Keys are no longer kept by Division 7 or SLOA, but this form indicates who has a key in the Owner's absence.

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**Rules and Regulations
Sunland Condominium Owners Association
Draft – January 16, 2024**

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 RCW 64.32, 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 Owner(s), guests, family members, tenants, or contract purchasers of Units within the Association. Except for Owner(s), 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 R&Rs, and to penalties for misuse or violation to the same extent as the Owner(s).

Article III General Rules

- A. **Assessments:** Unit Owner(s) 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:** Owner(s) **who rent their units shall immediately notify 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, as well as the starting and expiration date of the lease.**
- D. **All Owner(s) 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 of certain vehicles:** RVs, golf carts, boats, trailers, campers, vans, and ATVs shall be housed in the individual Owner's garage or golf shed, or in the Sunland Owners Association (SLOA) RV Park. These types of vehicles may not be parked outside of any Sunland residence except to load, unload or service, for a maximum of 72 hours. All vehicles must be parked off of the paved street. (Owner(s) should contact the SLOA office for information regarding renting RV spots.)
3. **Golf Carts:** Golf carts shall not be driven on the Common Areas 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 Owner(s), within the parameters set out by these R&Rs. 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, may be used. These propane devices, however, are prohibited to be installed or used IF touching or attached to any wooden structure or siding.
- b. **Propane Tanks – Approval from the Maintenance Director of Division 7 and then SLOA is required before any propane tank can be installed. Some form of fence, screen and/or shrubbery will be required to camouflage the tank. See Exhibit A of this document for instructions and forms to submit to Division 7 for review and approval. (See SLOA Rules and Regulations Section II E.)**
- c. **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.**
- d. **Tree or Brush Trimming:** Tree and brush trimming within the Common Area without the prior permission of the Landscape Director is prohibited.

Common Area and Limited Common Area Rules (continued)

- e. Any Owner(s) may request the approval to add plants and landscape features to the Common Area or Limited Common Area that immediately surrounds their Unit, at the Owner's cost. Exterior building component changes are reviewed by the Maintenance Director, and Landscape Owner projects are reviewed by the Landscape Director. (See Exhibit A of this document for forms to submit.)
 - f. For Owner Project Requests related to Building components: After approval by the Maintenance Director and the Board, current and future Owner(s) of that Unit are responsible for the maintenance of the altered structures, as well as any negative impact to other building components affected by the project construction.
 - g. For Owner Project Requests related to Landscape: After approval by the Landscape Director and the Board, Owner(s) and any future Owner(s) of the Unit are responsible for the proper care of all plants that are planted by the current Owner(s) of the Unit. Proper care includes pruning, watering and replacement of plants as required. Only plants donated by Owner(s) for planting by the Association will be maintained by the Landscape Director and Committee.
2. Limited Common Areas, 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(s) 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 steps, and driveways of the Units.

Limited Common Area Rules include:

- a. Owner(s) or occupants are responsible for the care of their Unit's allocated Limited Common Area elements as follows:
 - o Owner(s) are obligated to submit, in a timely manner, a Request for Service for any **landscape or maintenance issues, particularly evidence of wood rot or other maintenance concerns**, in order to avoid long term major damage to their Unit's Limited Common Areas and exterior components.
 - o Owner(s) 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.
 - o Owner(s) 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(s) to repair.
 - o Owner(s) must pay attention to and report any drainage issues that affect the flow of rainwater.

Common Area and Limited Common Area Rules (continued)

- Owner(s) are required to keep their assigned Limited Common areas clean and orderly, at all times as dictated in these R&Rs. At all times, Owner(s) must consider the impact of their actions in regard to aesthetics, safety and maintenance of the components of these assigned areas, including, but not limited to, decks, patios, driveways, porches and steps.
 - Owner(s) must maintain and keep clean any woodburning interior fireplaces/stoves and flues to prevent fires, including periodic and timely chimney cleanings.
- b. **Wood Piles:** Stacked or stored firewood 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.
- 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:** Owner(s) 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. Owner(s) are obligated to submit an **Owner Project Request**, as outlined in Article IV of these R&Rs, for any changes or alterations to Limited Common Areas.
3. **Interior Maintenance Requirements:** Owner(s) shall, at his or her sole expense, keep the interior components of their Unit in good working order and in a clean and sanitary condition, in order to maintain the good appearance and condition of the Unit and not negatively impact or cause harm to the common wall(s) or to their neighbor's property. Owners are responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, fans, heating equipment, lighting fixtures, fireplaces, refrigerators, dishwashers, window and door mechanisms, ranges or other appliances that may be installed in his or her Unit.
4. **Nuisances and Annoyance:** No activities shall be carried out 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)

G. 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. Owner(s) are required to provide and manage the care of their pets at all times, keeping any barking or pet noise under control. Any disturbance or nuisance resulting from pets, including continuous barking, will be reported to SLOA.**
- 3. Restraining Pets Outside: When out-of-doors, pets (including dogs and cats) shall be restrained on a leash at all times, never running freely, when outside of the Unit's secured areas.**
- 4. Pet Dropping Removal: Pet Owner(s) shall immediately remove pet droppings and dispose of them appropriately and immediately in **their own** garbage receptacle.**
- 5. All tenants and guests of Owner(s) must adhere to the R&Rs as stated, including these rules regarding pets.**
- 6. 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. **If automatic lighting is not available, Owners are responsible to ensure that lighting is turned on at dusk.**
- 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 **antennae** 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. **NOTE Banners are considered signs and subject to the same limitations as signs.**
- C. 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 SLOA Rules and Regulations which are posted on the SLOA website. Only one sign per candidate or issue is allowed. **NOTE Election banners are considered signs and subject to the same limitations as signs.**
- D. 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 **WITHOUT** prior written consent of the Board of Directors or Managing Agent. (See Article 18J of the Declaration).

An Owner's request for any Unit addition, change or alteration 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 Owner Project Approval Request form **(see Exhibit A of this document for the full process and forms required)**.
2. Written approval of all Unit Owner(s) within the same building and all Unit Owner(s) who may view it from their Unit.
3. A description of the proposed addition, alteration or change, 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's Maintenance Director OR the Landscape Director first** for preliminary approval. **The appropriate Board member will forward the Owner Project Requests to SLOA if approved by the Association's Board of Directors.**

Architecture, Building and Landscape (continued)

5. 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, 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 R&Rs.
 - d) The alteration will not detract from the appearance, harmony, attractiveness and enjoyment 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's Board of Directors, the plans and supporting documentation **will** be submitted by the Association to the SunLand Owners Association (SLOA) for their approval. Owner(s) will be notified of the decision by the **Division 7** Association's **representative**.
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 **the** 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 Exhibit B in this document), which relieves the Association from any and all costs of repair, maintenance, or liability from such addition or alteration. **Once an Owner project is approved**, the Owner must also sign a Relief From Maintenance Responsibility Acknowledgement (see #10 below and Exhibit C form).
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 Exhibit 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. Owner(s) in 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 AND pages 5-8 in the SLOA System of Fines, Revision 17 document, dated March 2022 and found on the SLOA website: <https://sunlandhomeowners.com>.

The fines or penalties imposed on the Owner(s) of the Association remain at the discretion of Division 7's 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 within 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 R&Rs (Violation Letter #1) will be sent to the Owner(s) 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 Owner(s).
 2. The frequency with which the same offense has been or is being committed by same Owner(s) will be taken into account.
 3. Owner(s) will be given 30 days to correct the violation and it will be the responsibility of the Owner(s) to notify the Board of the correction.

Article VI-Rule Violation Procedures and Penalties (continued)

- B. If no response after 30 days, a written Notice of Non-Compliance (Violation Letter #2) will be sent to the Owner(s) 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 Owner(s) 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 it 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 determining the appropriate penalty. The 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 from voting.

Article VII Documentation and Notification to Owner(s)

- A. The current R&Rs are required to be posted on the Association website at all times for Owner(s) reference.**
- 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 to these R&Rs 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 Owner(s) electronically. Once notification, mailing or electronic delivery is completed, receipt by Owner(s), Tenant(s) or Successor Owner(s) shall be assumed.**
- D. A copy of the current R&Rs will be provided on the website for new Owner(s) or Tenant(s) 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 Owner(s) these revised Rules and Regulations (R&Rs) as presented herein and amended, reviewed, and approved by motion of the Board of Directors on January 16, 2025, as reflected in the Minutes of the Board Meeting on that date.

Dated this 16th (day) of January (month), 2025 (year)

SUNLAND CONDOMINIUM OWNERS ASSOCIATION - DIVISION 7

Robert Baer
Signature

Official signed copy on file with the Board of Directors.

NAME: Robert Baer

TITLE: President, Board of Directors.

EXHIBIT A

OWNER PROJECT APPROVAL REQUEST

As outlined in Article IV, section D, any Owner's request for any additions or alterations of a Unit's Landscape or Building requires submission of these forms shown in Exhibits A, B and C. Owners must complete and sign these forms and submit them, along with any other pertinent plans or information, to one of the following Board members:

- Submit to the Maintenance Director (for building component changes or architectural additions).
- Submit to the Landscape Director (for landscape changes in the Limited or Common Areas).

The appropriate Director will contact the Owner and arrange to meet to discuss the project. Once approved by the Director, the proposal will be submitted to the Board of Directors of Division 7 for approval and, if approved, will be forwarded by Division 7 to SLOA for their approval.

Below is a Checklist that will assist Owners in completing the approval process.

ATTESTING STRUCTURAL INTEGRITY:

The **Maintenance or Landscape Directors** have the option of requiring a statement (made by a licensed architect, contractor, engineer, or other appropriate expert), attesting that the addition or project proposed will not impair the structural integrity of any part of the property and will not interfere with any mechanical system or irrigation lines or negatively impact other Units in the building or the Common Area or Limited Common Areas nearby.

SUBMISSION PROCESS CHECKLIST:

- Complete and sign this Exhibit A application form to **the Maintenance Director or Landscape Director** with **the following** documentation.
- Include signed Exhibit B – Hold Harmless Agreement.
- Include any statement(s) attesting to structural integrity (if appropriate)
- Include Contractor's current active license, bond and insurance information (if contractor is utilized).
- Include diagrams, drawings, photos or specific illustrations of plans and location of project.
- Include an impact statement regarding any impact to other Owners affected by the project, including signatures of approval from said Owners for project approval.
- IMPORTANT last step: Submit all of the above to either the Maintenance or Landscape Director for consideration, according to the scope of the project. Please allow enough time for the review process BEFORE moving forward with any part of the project.**

See next page for the Review and Approval Process Checklist.

REVIEW AND APPROVAL PROCESS: (to be completed by Maintenance or Landscape Director)

- Review by Maintenance or Landscape Director**
- Motion to Approve Project presented to the Board of Directors**
- Division 7 Board Review and Approval**
- If approved, proposal to be sent to SLOA for their approval**
- If approved by SLOA as well as Division 7, Owner will receive notification via a copy of a signed Exhibit C form “Approval of Owner Project Request” from the Maintenance or Landscape Director as appropriate.**
- If not approved by Division 7 OR SLOA, Owner will receive notification and be given the opportunity to amend the project or cancel.**
- Record of Exhibit A and B project submission will be filed in the Unit’s file maintained by the Board of Directors of Division 7.**

EXHIBIT A (Continued)

OWNER PROJECT APPROVAL REQUEST FORM

Please complete the following form and submit to the Division 7 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 the appropriate Director and the Board of Directors, the project forms and plan will be sent by Division 7 to SLOA for approval, before any alteration or project is initiated.

NO alteration or project may be started by the Owner(s) prior to the approval of first, the Board of Directors (Division 7), and secondly, the Sunland Owners Association (SLOA).

DATE: _____

Check one:

Landscape Project

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. (Attach additional information on a separate sheet as needed.)*

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 Exhibit B of this document.

CONTRACTOR ADDRESS AND CONTACT INFORMATION:

ADDRESS: _____ PHONE _____

EXHIBIT B

HOLD HARMLESS AGREEMENT

*(Owner must complete this form, sign and return it to the ~~Architecture/Maintenance~~ **Director** or Landscape Director along with a copy of EXHIBIT A and all supporting project documents, outlining the project plans.*

This Hold Harmless Agreement is established between Sunland Condominium Owners Association, Division 7 (herein referred to as “**Association**”), Sequim, Clallam County , Washington, and the Owners of the Division 7 Unit listed herein:

Owner(s) Name _____,

(Unit Address) _____.

The above Unit Owner(s) have submitted a Request to the Division 7 Architecture/Maintenance or Landscape Director(s) for approval of an addition or alteration (the “Project”) under Article IV of these R&Rs.

The proposed Project is described in the submitted EXHIBIT A dated _____.

During implementation of the Project, the Unit and/or connecting unit(s) may potentially be damaged or impacted. The requested changes may also potentially impact or damage irrigation system components, concrete areas, deck areas; ground areas; plants, trees, lawn areas and landscaping materials; fencing; Common Area elements, etc.

Both parties hereby agree that the Unit Owner(s) shall be held responsible for any loss, damage, or legal liability arising from the performance of the proposed modification. The Unit Owner(s) shall be responsible for all repair costs associated with damage to any unit or Association property/elements as a result of the project modifications.

The parties agree that the Association shall not be liable for any loss, casualty, or damage caused by work performed as part of the requested modification. The parties agree the Association is not responsible for any payment for the Unit Owner’s work or for any equipment associated with the implementation of the modification.

The Unit Owner(s) shall indemnify, defend, and hold harmless the Association and its officers, directors, coordinators, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees , arising out of, or resulting from, any negligence or fault created in connection with the performance of actions associated with this Agreement/Project Approval Request or other agreements implied or expressed or incorporated by reference.

Unit Number	Owner Project Description

SIGNATURES:

Signature – Unit Owner	Printed Name	Date

Signature – President Board of Directors – Sunland Condominium Owners Association	Printed Name	Date

EXHIBIT C

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

**CONFIRMED APPROVAL
OF 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 grant relief from all maintenance responsibility to Sunland Condominium Owners

Association for **any Common or Limited Common areas or other Unit elements** altered or affected by the Project listed below and as outlined in the submitted Exhibit A:

Unit Number	Project Description
-------------	---------------------

Unit Owner project built or **completed** on: (Date) _____.

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 Owner(s) of said Unit, and will be listed as such on all future Resale Certificates.

SIGNATURES:

Signature – Unit Owner(s)	Printed Name	Date
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Signature – President	Printed Name	Date
Board of Directors – Sunland Condominium Owners Association		

Signature	Printed Name	Date
Maintenance or Landscape Director– Sunland Condominium Owners Association		

EXHIBIT D

RESPONSIBILITIES OF OWNER(S) AND DIVISION 7

Exhibit D - Rules and Regulations - Owner(s) and HOA Responsibilities	
<u>Definitions</u>	
Common Area	<p>Common Area means all portions of the Association other than the Units (as defined in the CCRS)</p>
Limited Common Area	<p>Limited Common Area means a portion of the Common Area allocated by Article 5 and Article 7 of the Declaration or by operation of RCW 64.34.204(2) or (4) for the exclusive use of a unit owner. The Allocation of Limited Common Areas to each unit is documented in Exhibit B of the Declaration/CCRS and Exhibit A of the Bylaws.</p> <p>The Association is responsible for the maintenance of the Limited Common Area, unless changes or alterations have been made by the Owner(s). Limited Common Areas includes patios, decks, sidewalks or walkways, exterior stairs, and driveways of the Units and are still a part of the Association's Common Area.</p> <p><u>Per the Division 7 Governing Documents</u>, Owner(s) are responsible to oversee the care of the Limited Common Area components assigned to their Unit as they use those day-to-day. The use of these Limited Common Areas should be in accordance with the manner one would expect while living in a single family home they own. Prompt reporting of any issues via a Request for Service is required as part of that oversight. Plantings inside courtyards, on patios or decks are the responsibility of the Owner to water and maintain, including protecting any wood components from water damage.</p>
ALTERED, ADDED or REPLACED Common or Limited Common Area Components	<p><i>NOTE: Maintenance of <u>any</u> Common Area or Limited Common Area components that have been altered, replaced or added <u>by the Owner(s)</u> (with or without the approval of the Board of Directors) are <u>the responsibility of the Owner(s) – both current and future Owners..</u></i></p> <p><i>This covers <u>components altered by Owner(s)</u> including, but not limited to, decks, patios, sidewalks, driveways, landscape components, sunrooms, building additions, skylights, gates.</i></p>

Rules and Regulations – Division 7 - Approved 01.16.2025

<u>Maintenance Responsibilities</u>	<u>Description/Notes</u>	<u>Owner</u>	<u>Division 7</u>
Antennas or TV Signal Devices (exterior)	No antenna or TV signal dish visible to others shall be erected on or around any Unit WITHOUT the prior written consent of the Board. It is the responsibility of Owner(s) to request such approval and to maintain installed devices in working order, including removing devices that are no longer used.	X	Requires Board Approval
Building Additions/Projects	<p>Owner is responsible to submit a Project Request using the guidelines laid out in the Architecture section of the Rules and Regulations, outlining the details of the project, the contractor information required, and the confirmation of any permits required by the County.</p> <p>Division 7 Maintenance Director is responsible to review the project, and present it for review by the Board. No addition to any unit or alteration of any exterior parts of the unit may be completed prior to Board approval.</p>	X	Requires Board Approval
Building Siding and Eaves	<p>Division 7 is responsible for maintaining the Siding and Eaves.</p> <p>NOTE: Exterior Siding and Eaves that are bordering Limited Common Areas, such as patios, must be used by designated Owner(s) in a manner that will not damage the exterior siding or cause leaks/water damage.</p>		X
Carpeting/Rugs on Wood Decks	Installing permanent carpeting OR placing non-permanent rugs on a wooden deck or porch maintained by Division 7 is not allowed due to increased risk of wood damage. If these items are present when damage is detected, it will be the Owner's responsibility to pay for the repairs.	X	
Cracks in Interior Walls	Interior cracks are the Owner's responsibility to monitor and repair. NOTE: Owner may want to report any major cracks to the Maintenance Director, to check for settling of the foundation.	X	
Crawlspace and Moisture Barriers	The maintenance of the crawlspace, including any moisture barrier and pest control, is the responsibility of the Owner.	X	
Crawlspace	Should moisture or damage in the crawlspace be the result of a leak in the irrigation water or other plumbing beyond the connection to the Unit from Sunland Water, the repairs would be the responsibility of Division 7.		X

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<u>Maintenance Responsibilities</u>	<u>Description/Notes</u>	<u>Owner</u>	<u>Division 7</u>
Decks, Porches, or Sunrooms - altered, added or replaced by Owner(s)	<p>This category includes any sunrooms, decks or porches that were added or replaced by an Owner in the past. While approval from the Board of Directors of Division 7 and SLOA is required, the responsibility for future maintenance still remains that of the Owner(s), even if the construction was not approved. All components of the construction are the responsibility of the Owner(s) to maintain including siding, roofing, and eaves. NOTE: A lack of maintenance of any Limited Common Area will be considered a violation of the Rules and Regulations, even if added or altered by the Owner(s).</p>	X	
Doors, Exterior	<p>Exterior doors are the responsibility of the HOA unless the owner has painted, altered, or replaced the door. The locks, handles and mechanisms of all the exterior doors are the Owner's responsibility.</p> <p>The glass on a sliding glass door is also the HOA responsibility to replace, under glass replacement, but the locks, handles and installed frame of the sliding glass door are the responsibility of the Owner.</p>	X	X
Drainage and Storm Drains	<p>This category includes only the exterior drainage and storm drain system. NOTE: plumbing connections from Sunland Water pipes to the exterior wall connection of the Unit is the responsibility of Division 7 - see Plumbing below for further information.</p>		X
Driveway/Patios/ Sidewalks	<p>These components are the responsibility of Division 7, including repairing cracks, and powerwashing/cleaning periodically. This includes concrete patios that replaced wooden decks, installed by Division 7. NOTE: Maintenance of any driveway, patio or sidewalk replaced, altered or added by the Owner (with or without Board approval) is the responsibility of the Owner(s).</p>		X
Faucets, Outdoor	<p>All outdoor faucets are an extension from the interior plumbing system, and as such, are the responsibility of the Owner. This includes securing appropriate insulated covers for protection in winter.</p>	X	

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<u>Maintenance Responsibilities</u>	<u>Description/Notes</u>	<u>Owner</u>	<u>Division 7</u>
Firewood	Wood piles are the responsibility of the Owner and must be placed at least 12 inches away from any exterior wood or painted surface. Any damage to exterior siding, decks or privacy walls as a result of wood or firewood storage will be repaired by Division 7 at the Owner's expense as outlined in Section F2 of the Rules/Regulations.	X	
Garage Doors - Door Only	Replacement or Repair of the Garage Door (as an exterior wall) is Division 7 responsibility. See Garage Door Openers below.		X
Garage Door Openers	Garage Door OPENERS are the responsibility of the Owner(s)	X	
Gutters	Includes gutter cleaning, repairs and replacement of entire gutter system. NOTE: this does not include gutters added by Owner(s) for a sunroom or deck or other additions.		X
Insulation	All insulation inside the exterior walls/siding is the responsibility of the Owner.	X	
Lighting - Outdoor	Owner(s) shall install and maintain automatic darkness-to-dawn lighting on the street side of their Unit. Maintenance includes regular cleaning, bulb replacement and repairs as needed. If outdoor lighting on any Unit is NOT automatic, Owner must manually turn on outdoor lighting at dusk. This is a requirement of all Sunland residences per SLOA Rules and Regulations.	X	
Painting - Exterior	NOTE #1: Owner(s) are not allowed to paint any exterior surfaces, including Limited Common Areas (such as patio walls) without submitting a request to the Architecture/Maintenance Chair for approval by the Board. Owner will be held responsible for any unapproved external painting done. NOTE #2: Owner(s) of a building scheduled for painting will be given the opportunity to weigh in on exterior walls and trim paint colors. The Maintenance Director will make the final color decision for both siding and trim.		X
Painting - Interior	Interior painting is the responsibility of the Owner(s).	X	
Patios	See Driveway/Patios/Sidewalks above		X

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<u>Maintenance Responsibilities</u>	<u>Description/Notes</u>	<u>Owner</u>	<u>Division 7</u>
Pets	Pets are the sole responsibility of the Owner, including the need for the Owner to abide by all Pet Rules and Regulations of both Division 7 and Sunland Owners Association. Pets are to be on a leash at all times while outside.	X	
Plumbing - Interior	Interior plumbing systems are the Owner's responsibility. This includes outside faucets as an extension of the interior plumbing.	X	
Road Repair/Replacement/ Road Safety Management	The Road is a private road, and is therefore part of the Common Area. The Association is responsible for maintenance of the road.		X
Roof Repair or Replacement	Roof repair and replacement is the responsibility of the Association. Does not include repairs to roofs covering additions added by the Owner; those would be Owner Responsibility.		X
Sidewalks	See Driveways/Patios/Sidewalks above.		X
Signs/Banners - Exterior	<p>Placement of signs or banners in the Limited Common area are the responsibility of the Owner to ensure they are in compliance with the Rules and Regulations of Division 7 and SLOA. The size of any sign must comply with any size restrictions as set in SLOA Rules and Regulations.</p> <p>Banners are considered signs and subject to the same limitations as signs.</p> <p>Real Estate Signs: One professional real estate sign may be displayed on each Unit's road frontage property without permission from the Board of Directors until the sale of the Unit has been completed.</p> <p>Election/political Signs: Political signs or banners for any registered candidate may be displayed on Owner's Common or Limited Common Areas prior to a Primary Election. Only one sign or banner per candidate or initiative is allowed. Elections signs 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 Rules and Regulations posted on the SLOA website.</p>	X	
Skylights	Original skylights are the responsibility of Division 7 including sealing or replacement when damaged beyond repair. NOTE: skylights installed by Owner(s) are not covered by Division 7 .		X

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<u>Maintenance Responsibilities</u>	<u>Description/Notes</u>	<u>Owner</u>	<u>Division 7</u>
Windows – Exterior Trim	Exterior trim surrounding the windows of a Unit are the responsibility of Division 7, unless a new complete window installation project, paid for by the Owners, was done which included new exterior framing and trim.		X
Windows - Glass Replacements Only	Glass replacement in windows is the responsibility of Division 7, limited to only the glass portion that has cracked, broken, or has a broken seal; <i>NOTE: Replacement of glass for purposes of energy efficiency only or because of breakage caused by golf balls is an Owner(s) responsibility.</i>	X	X
Windows/Sliding Glass Doors and Window Mechanisms	Maintenance and repairs to all window and sliding glass door mechanisms, hardware, and brackets with the exception of glass damage are the responsibility of the Owner(s). Window washing is also the responsibility of the Owner(s).	X	

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<u>Landscape Responsibilities</u>	<u>Description/Notes</u>	<u>Owner</u>	<u>Division 7</u>
Landscape Contractor Management	Division 7's landscape responsibilities includes mowing, pruning, leaf and debris cleanup; Owner(s) are not to direct the landscape contractor to do specific work but are required to submit a Request for Service. Division 7 Landscape Director is charged with the management of ROAD snow removal. See Snow Removal below for more information.		X
Landscape Projects Proposed, and Completed at Owner(s) Expense.	Owner is responsible to submit a Completed Owner Project Approval Request (see Exhibit A, B, and C), outlining the details of the project, the contractor information required, and the identification of plants/shrubs/trees to be used. Division 7 Landscape Director reviews the project, and presents it for review and approval by the Board. No project may be completed without prior Board approval.	X	Requires Board Approval
Pests - Includes spiders, moles, rodents, wasp/bee nests, ants.	In general, pests are the responsibility of the Owner to manage with the following exceptions: Moles are the responsibility of Division 7 and should be reported by the Owner with a Request for Service. Ants, such as carpenter ants, are the responsibility of Division 7 ONLY if they are nesting in trees or other landscape areas. Otherwise, the eradication of ants is the responsibility of the Owner(s). Bees/Wasps/Hornets are the responsibility of the Owner(s) unless found in trees or under eaves. Rodents (mice/rats) eradication is not the responsibility of the Association.	X	X
Pruning in Common Areas	All shrubs, trees, flowers and landscape components in the Common Area are managed by the Association.		X
Pruning in Limited Common Areas (such as patios/porches, some sidewalks).	Any plants or landscape components within Limited Common Areas (such as courtyards or patios) are the responsibility of the Owner(s) to maintain. .	X	
Shrub Replacement and Removal	Shrub replacement and removal in the Common Area is the responsibility of the Association.		X

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<u>Landscape Responsibilities (Continued)</u>	<u>Description/Notes</u>	<u>Owner</u>	<u>Division 7</u>
Snow Removal	Snow Removal on the Road is the responsibility of the Association and is usually done by the Landscape Contractor.		X
Snow Removal (Owners)	Snow removal on sidewalks, driveways and patios is the Owner's responsibility, to be completed within a reasonable time period, once weather permits.	X	
Sprinkler/Irrigation System Management	Management of the irrigation system is the responsibility of Division 7. Volunteers on the Landscape Committee may be asked to assist.		X
Tree Trimming	NOTE: No tree trimming by Owner(s) is allowed per Division 7 and SLOA Rules and Regulations without the permission of the Board of Directors.		X
Wildlife Feeding	The feeding of wildlife, including deer, raccoons and birds is strictly prohibited. Hummingbird feeders are allowed. It is the responsibility of Owner(s) to adhere to this SLOA (and Division 7) Rules and Regulations.	X	

EXHIBIT E
Owner Contact Form
Form to be completed and signed by Owner(s)

Sunland Condominium Owners Association – Division 7
January 2025

Owner(s) Name(s) _____

Condo Unit Number _____ Hilltop Drive, Sequim, WA 98382

Mailing Address _____
(if different from Unit Number)

Phone number - HOME _____ CELL _____

Email(s) _____

Emergency Contact(s) - Does this person have a key to your home? Circle YES or NO

It is advisable to give a key to a trusted relative, friend or neighbor in the area in case of an emergency.

NAME _____ Phone number _____

Address _____

Relationship to Owner _____

Consent to Receive Notices Electronically: Washington State Laws allow HOAs to send certain disclosures and notices electronically. Your email address and other contact information will only be used for Division 7 Association purposes and will never be distributed or sold to outside parties. You may revoke your consent at any time by providing a request in writing to the Board of Directors at Sunland Condo Owners Association Div 7, P.O. Box 298, Sequim, WA 98382.

By signing this form, I consent to electronically receive Association disclosures, notices, newsletters, invoices, and other documents as allowable by Washington State Law as noted below.

NOTE: By checking the name of the document below, you agree to the electronic transmission of the selected documents. Please indicate your selection with an X in the boxes below.

- Invoices
- Communication emails including Newsletters and Owner Notifications
- CERT Emergency Response Database (email address only for emergencies)

SIGNED _____ DATE _____

Washington State law allows for the electronic transmission of correspondence from the HOA to Owner(s), including for invoices and meeting notifications. The Owner is allowed to opt out of electronic transmissions by submitting a request to the Board of Directors see RCW 64.32.270 and Division 7 Bylaws Article VII Section E.

Continued on next page.....

EXHIBIT E - Owner Contact Form (page 2)

If you are leasing your unit, please complete the Rental Contact information:

Per the Bylaws, the Owner(s) of units in Division 7 Sunland Condominium Owners Association are obligated to notify the Board of Directors when leasing their units. If the tenant or property manager changes or any of the information below changes, please send new rental contact information to the Secretary of the Board of Directors via email – carols48@gmail.com or by mail to Sunland Condo Owners Association, P. O. Box 298, Sequim, WA 98382

Rental Contact Information

Tenant(s) _____

Mailing address if different

Tenant Cell Phone _____ Home Phone _____

Email _____

Emergency Contact _____

Emergency Contact Phone _____

If applicable, Property Management Company:

Property Mgmt Phone _____

Property Mgmt Address _____

Key Contact Name _____