

DIVISION 17 Rules and Regulations
Augmentation of
SLOA Rules and Regulations
(SLOA R&Rs Revised 7/19/2016)

These Rules and Regulations (R&Rs) have been developed by SLOA and are enforceable throughout SunLand. In certain instances, within each section, Division 17 has elected to augment this document with Division 17 specific Rules and Regulations that may exceed or alter without diminishment of SLOA's R&Rs.

When and where that occurs, the Division 17 augmentation of the SLOA R&Rs is prominently displayed.

The Division 17-specific Rules and Regulations notations are listed in italics following the associated SLOA narrative.

SECTION I

Purpose

These SunLand Rules and Regulations (R&Rs) have been carefully developed from the SLOA Bylaws, Board of Director policies, and experience of many years, and are an extension of the Covenants. This revision supersedes any previous R&Rs.

The R&Rs represent the minimums essential to the good order and quiet enjoyment we all sought in choosing to live in SunLand.

The Covenants give the Board of Directors the authority to enforce and **grant exceptions** to these R&Rs and to establish appropriate procedures for adjudication and the fixing of penalties should they ever become necessary.

SECTION II

The Rules and Regulations

1.Parking - Boats, trailers, campers, vans equipped for overnight use, RV motor homes, vans or pick-ups with boats on top, other RVs and any commercial vehicle (as defined below) shall be housed in the owner's garage or in the SunLand 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. Overnight parking, except as noted, is limited to garages, driveways and specially prepared gravel or paved areas in front of a residence adjacent to the street.

All such parking areas must be approved by the SLOA Architectural Committee. All vehicles parked on these approved areas must be completely off the paved street. Regardless of the space available, the number of approved vehicles that may be parked overnight in front of any SunLand residence is four (4). No overnight parking on streets is permitted nor is overnight parking of any vehicle in paved, public parking areas except by permit obtainable through the Board of Directors. No vehicle storage is allowed in driveways or prepared parking areas. Semi-

truck tractors and trailers must be parked outside of the SunLand development. (SLOA Rev 6/19/12)

Division 17: *RVs, regardless of type, may not be parked on Division 17 roads (all roads in Division 17 are county roads). RVs may be parked in the driveway of a residence for the purpose of loading and unloading only, provided that no portion of the RV extends into the roadway. RVs may not be used or occupied while parked in driveways.*

Overnight parking for all other vehicles is limited to garages and driveways. At other times on-street parking is permitted, provided that all four tires remain on the blacktop. Parking on lawn areas is prohibited.
(Div 17 Amendment 1: Added per March 9, 2016 Division 17 Board of Directors meeting)

Commercial Vehicles Defined: This will include all vehicles with a gross vehicle weight rating of over 26,000 pounds. All vehicles designed to transport 16 or more persons. Any tank vehicles (designed for the commercial transport of liquids or gasses). All vehicles with double rear axles. Any vehicle required to be placarded for hazardous material transportation. Any vehicle with company logos that has a gross vehicle weight rating over 10,000 pounds. (SLOA Rev 9/24/2013)

1A. Use of the R.V. Storage Facility. (SLOA Rev 10/19/10)

- a. Only property owners are eligible to rent space in the R.V. Storage area. After January 1, 2009 home renters with a valid rental agreement as of December 31, 2008 will be allowed to stay until their contract is no longer valid when moving from SunLand. From that date forward, only home owners will be permitted rental access to the R.V. Storage area.
- b. Under no circumstances will sub-letting of R.V. space by owners to non-residents or renters be permitted. A fine of \$500.00 will be enforced for each occurrence.
- c. Parking will be limited to assigned space within the boundary lines of the space itself. Infringing on the space to either side of your assigned space will result in a \$25.00 fine if not corrected within 10 days from the date of official notification.
- d. Any damage done to the common area of the storage facility (i.e. wash rack, fencing, electrical outlets, etc.) will be the financial responsibility of the responsible party. Any unresolved damage expenses could result in a blanket increase in fees.
- e. KEYS-Each owner receiving a key upon renting a space will be required to pay a \$25.00 deposit. Upon giving up the space when no longer needed, the deposit and any unused rent will be refunded upon returning the key to the SLOA office. For keys not returned within 30 days of giving up the space the renter will be assessed an additional \$75.00 penalty and the refund will be forfeited.
- f. Each owner will be responsible for notifying the office of vehicle description and license number for the vehicle in the assigned space. If you purchase a different vehicle or have changed license plate numbers, it will be your responsibility to keep this information current with the SLOA office. Any discrepancies to this rule will be dealt with on an individual basis and could involve financial penalty.
- g. The RV lot is not a general storage facility and is not intended for storing such items as construction material, old household appliances, storage sheds, etc. All equipment placed in the yard must be on wheels and readily movable. This would include items such as boats on trailers, motor homes, camping trailers, pickups, vans, cars, trucks, utility trailers, cargo trailers, etc.

- h. Definitions:
- Vehicle*: car, van, truck, pickup truck or motor home/RV or any vehicle designed to move under its own power.
 - Trailer*: any vehicle designed to be towed by a powered vehicle.
 - Boat*: any type of water craft.
- i. All vehicles and trailers shall meet the following:
- All vehicles/trailers shall be in good working and operational condition.
 - All vehicles shall be moveable under their own power.
 - All vehicles/trailers shall not appear to have been abandoned.
 - All vehicles/trailers shall be kept reasonably clean and neat in appearance.
 - All vehicle/trailer covers are to be kept in good condition; not torn or damaged.
 - All vehicles/trailers shall be currently registered and licensed.
- j. All boats shall meet the following:
- All boats shall be in good working and operational condition.
 - All boats shall not appear to be abandoned.
 - All boats shall be kept reasonably clean and neat in appearance.
 - All boat covers are to be kept in good condition; not torn or damaged.
 - All boats shall be currently registered and licensed.
 - All boat accessories such as fishing gear, lifer preservers, anchors, crab or shrimp pots, etc. shall be stored within the water craft or boat.
 - No boat accessories such as fishing gear, lifer preservers, anchors, crab or shrimp pots, etc. are to be left on the ground.
- k. Only one vehicle, trailer or boat with trailer allowed in a space at any one time.
- l. RV rental to be paid no later than January 31st of each year; if not paid, vehicle, trailer or boat is subject to being removed by SLOA at the member's expense.
- m. No storage sheds of any type allowed. The RV LOT is reserved for the storage of vehicles, trailers and boats exclusively.
- n. Insurance: All persons who store a vehicle, trailer or boat at the SLOA RV Lot shall provide to SLOA staff proof of insurance upon renewal of the insurance policy each year which, at a minimum, demonstrates insurance coverage for general, legal and liability, subject to the following requirements:
- (1) Private vehicle/trailers. For all private, non-commercial vehicles or trailers, the required insurance shall have liability limits of at least \$300,000 per occurrence.
 - (2) Commercial vehicles: For commercial vehicles, the required insurance shall have liability limits of at least \$500,000 per occurrence.
 - (3) Losses or damage to property owned by SLOA shall not be limited in any manner.
 - (4) Losses or damage to other vehicles, trailers or boats not owned by the insured shall not be limited in any manner.
 - (5) SLOA shall be listed as an Additional Insured on all insurance policies covering vehicles, trailers or boats.
- o. No flammable materials or liquids, explosive devices or material that has the potential to burn, explode or damage property shall be stored in the RV Lot except for gas in a vehicle gas tanks or boats with gas tanks that are part of the boat structure or propane in approved propane tanks permanently mounted on a trailer or RV. Outboard gas tanks, including gas cans, with or without gas are *not* to be stored in the RV Lot.

- p. Unregistered vehicles, trailers or boats or vehicles, trailers or boats that appear to be abandoned will be removed by SLOA at the SLOA member's expense.
- q. SLOA members residing in the SLOA community have first right to rent spaces in the RV Lot for their own use; renters of homes within the SLOA Community may rent one space based upon availability at the discretion of the SLOA Board of Directors and upon the SLOA member approving in writing their acceptance of responsibility for the renter's conduct. Non-Resident members may not rent a space for their renters use. Renters must vacate their space upon notice from SLOA to do so.
- r. SLOA members may not rent more than two (2) spaces without the express approval of the SLOA Board of Directors. In no case shall spaces to be rented for commercial purposes or to hold vehicles, trailers or boats for sale.
- s. Any failure to adhere to these rules shall result in expulsion from the RV Lot for a period of no less than eighteen (18) months nor more than thirty-six months as determined by the SLOA Board of Directors. Additionally, a fine of \$500 shall also be imposed.
- t. Any SLOA member in arrears on dues, assessments and/or fines shall be required to remove their vehicle, trailer and/or boat from the RV Lot until such time as their dues, assessments and/or fines are paid in full. If said member fails to remove their vehicle, trailer, and/or boat within ten (10) days of the notice to do so, SLOA shall have the vehicle, trailer and/or boat removed at the member's expense.

2. Burning - There shall be no outside burning, barbecuing excepted.

Division 17: Owners may make use of portable Propane heaters and fire pits on their unit's deck. Owners may not make use of portable Propane heaters and fire pits where their deck is covered by a roof.

3. Pets/Animals – Dogs must be walked on a leash or otherwise restrained when outside. This includes while in the owner's yard. Electronic fencing does not fulfill the mandates of this rule. The inability to control a pet even when on a leash, which results in an injury, is a fineable offense. Violations should be reported to the County Sheriff first and then to the SLOA office. Droppings shall be removed immediately and disposed of by the owner. Walking pets on the golf course is prohibited. (SLOA Rev. 1/15/2013)

Cat owners will manage their felines to assure they are not being a nuisance to neighbors nor to the community at large.

Division 17: Cats also must be walked on leash or otherwise restrained when outside. All rules in this section apply to the walking of pets in the Division 17 Greenbelt.

Feeding of wild animals, such as raccoons and deer, etc. is expressly forbidden, excepting birds.

Livestock, poultry, or other animals may not be kept or bred in or around any dwelling or common area.

4. Nuisances and Annoyance – No activities that are a nuisance or annoyance to others, including setting off fireworks and the use of pellet or BB guns, shall be carried on anywhere in the SunLand Development. (SLOA Rev. 5/19/09)

5. Antennas – Satellite receivers, or dish antennas, shall be no larger than one meter in diameter, may extend no more than twelve feet over the house line, and shall be discreetly placed in a

location to blend inconspicuously with overall property appearance. Amateur radio antennas may be erected under a special permit from the Architectural Committee (SLOA Rev 10/11/01).

6. Renting of Residences – Each owner shall advise the office in writing and in advance of occupancy the name, address and phone number of the lessee(s). Rentals will be limited to occupancy by one family per single family dwelling and for a period of not less than sixty (60) days without approval of the Board of Directors. Owner shall deliver these R&Rs to the lessee and shall be responsible for the lessee’s full compliance of occupancy.

Division 17: *Owners shall not rent or lease a Unit without first having submitted an Association Rental Notice to the Division 17 business office P.O. Box 1655 Sequim, WA 98382. The notice must be received by the Association before a renter or lessee may occupy a Unit. All rentals must be for a term of more than 60 days. The Owner shall deliver to the renter/lessee the Division 17 CC&Rs and these augmented Rules and Regulations and shall be responsible for the renter’s full compliance.*

The Association Rental Notice shall contain the following information and statements and will be used to assist the Division 17 and SLOA Boards in their stewardship responsibilities:

- a. The street address of the unit to be rented/leased and the name, mailing address, and contact information (phone/Email) of the non-resident owner.*
- b. The name, address, and contact information (phone/Email) of any property manager acting on behalf of the owner.*
- c. The name(s) and contact information (phone/Email) of the renters or lessees.*
- d. The date of intended occupancy and length of lease or rental agreement.*
- e. A signed statement by the non-resident owner (or his property manager) that indicates the owner/property manager has read and understands the current Division 17 CC&Rs, Bylaws, Rules and Regulations, and the SLOA Rules and Regulations, and that he has provided a copy of these documents to the renter/lessee. This statement shall be attached to the Association Rental Notice and furnished to the SLOA business office 135 Fairway Drive Sequim, WA 98382, and the Division 17 business office, P.O. Box 1655 Sequim, WA 98382.*
- f. A signed statement from the renter/lessee attesting to having received, read, and understood the rules and enforcement aspects of the Association's governing documents (Division 17 CC&Rs, Bylaws, Rules and Regulations and the SLOA Rules and Regulations). This statement shall be attached to the Association Rental Notice and furnished to the SLOA business office, 135 Fairway Drive, Sequim, WA 98382, and the Division 17 business office, P.O. Box 165, Sequim, WA 98382.*

7. Sale of Residence – Each owner shall advise the SLOA office, in writing and in advance of occupancy, the name of the buyer and the date of sale and/or occupancy.

Division 17: *A Document Processing Fee of \$100 shall be levied for the preparation of Association governing documents, financial records and other disclosure information requested by any principal in the transaction of a Division 17 Unit resale or refinance. An “Instructions to the Title Company” form shall accompany the disclosure materials and list the street address and lot number of the unit being sold, names and signatures of the buyer and seller, and party responsible for payment of the fee.*

8. Security Lighting –

- a. Each owner shall have darkness-to-dawn automatic lighting on the street side of the property.
- b. This light shall be a standalone fixture and not connected to the front of the home or garage. Division 7 condos shall be exempt to a standalone fixture due to the lack of front yard space. However, the lights on the garage fronts shall have the automatic dusk-to-dawn feature.
- c. All Security Lights shall have a bulb of no less than 40 Watts (450 lumens) and a maximum of 60 Watts (800 lumens).
- d. Solar lights are prohibited as a method of security lighting due to the lack of performance to meet our standards.
- e. If the owner is unable or chooses not to replace the security light bulb after the first notification that the light is burned out, SLOA will replace the security light bulb for a charge of \$25.00. If the fixture is not working, the owner shall have thirty days from notification to repair or replace the fixture. Failure to repair or replace the fixture will result in a \$100.00 fine for each thirty-day period until the fixture is repaired or replaced.
- f. Many homes built in Sunland in the 1970's or earlier did not have a requirement for the installation of a Security Light. The homes have been "Grandfathered" and were not required to upgrade their home to include a standalone Security Light while the current owner lives in the home. However, upon the sale or rental of the home the owner must install a security light meeting the then current SLOA standards.

Division 17: *Owners should contact the Division 17 Maintenance Coordinator regarding a failure of their security lighting. Owners are prohibited from replacing light bulbs or any other work on the security lighting. (See Section 17 below.)*

9. Garage/Estate Sales – Garage/Estate Sales shall be limited to owners. Each owner shall be limited to two sales, one within 180 days of moving in and one any time after the residence is placed on the market for sale. The Garage/Estate Sale must be registered at the SunLand office and a permit obtained. The permit will be for specific dates, no more than three consecutive days, and must be posted in a conspicuous location during the hours of the Garage/Estate Sale. Failure to obtain and/or post this permit is a fineable offense.

10. Maintenance of Lots / Yards – Vacant and Improved (with residence) – Owners shall maintain their lots, boundaries as platted, as required in Article IV, Section 7 (I) of the Covenants. (SLOA Rev. 10/11)

Division 17: *The Division 17 Common Areas consist of all portions of the Property not comprising (a) those portions of the Property upon which it is indicated that Units are to be constructed but which have not been erected; (b) the Completed Units, as the same are actually constructed; and (c) those portions of Division 17 designated as Clallam County's road Right-of-way.*

The Division 17 Board has the exclusive responsibility for monitoring and maintaining all developed common areas of the Property through the services of a Board-appointed Landscape Coordinator. Such areas include Developer and HOA installed landscaping in the common area immediately adjacent to each Unit and all lawns between and among the Units.

The boundary lines of a completed Division 17 Unit are the exterior surfaces of the perimeter walls. Unit owners/tenants must consult with the Landscape Coordinator before making alterations to the developer-landscaped common area. Any altered landscape area becomes the full responsibility of the unit owner or future owners should the unit be sold.

See Appendix B for detailed guidelines on the Association and Unit Owner's responsibilities regarding landscaping. *Amendment 2: Added per August 10, 2016 Division 17 Board of Directors meeting minutes*

*Remember that all **Landscape and Common Area** is under the domain of the Association and the Landscape Coordinator. Unit owners / tenants may not alter the landscape. This means owners/tenants may not remove or plant bushes, shrubs and or trees without involving the Landscape Coordinator. If you have concerns, please contact the Landscape Coordinator.*

Division 17 contracts a professional landscaping company for scheduled lawn care and certain landscaping needs as well as control of the Division's irrigation system. Owners/tenants are prohibited from changing the frequency or duration settings in the electronic irrigation control box serving each Unit. In addition, Owners/ tenants must notify the Coordinator about any irrigation problem before attempting repair, including such matters as trouble with sprinkler heads or their adjustment. When necessary, the Landscape Coordinator will notify the contracted landscaper about needed repairs.

Owners may not directly contact the landscaping company or its employees about perceived problems or special care requests. Such concerns are to be directed to the Landscape Coordinator. According to terms of the landscape company contract, its employees are not permitted to provide services within any fenced and gated patio area.

a. Vacant Lots – Kept free of all fire hazards such as dry grass, dead trees, both fallen and standing, flammable brush, debris, flammable and otherwise. Grass must be kept cut and free of weed overgrowth. The use of herbicides to kill the grass of major portions of a lot, leaving it vulnerable to poor water absorption and blowing dust, is prohibited (SLOA Rev 12/21/10)

b. All Lots – Vegetation growing/hanging over the adjacent property line must be removed. Exceptions: limbs or branches of trees may extend over the adjacent property line except where the owner of said property objects. Any trees which are deemed by SLOA to create a hazard to an adjacent residence must be removed by the owner.

c. Disposal of Yard Waste - No yard waste, pruning debris or clipping of any sort may be dumped or deposited within any greenbelt or on any lot as shown on the map of the subdivision. All yard waste, pruning debris and clipping are to be disposed of by placing in a green-waste container supplied by a Waste Collection company or taken to the public Waste Transfer point. Owners wishing to compost their yard waste or clippings may deposit the material in an enclosed composting bin. Compost piles are not allowed. Such composting bin and its immediate surroundings shall be kept clean and neat. The concern is esthetics, and some form of lattice fence and/or shrubbery will be required to camouflage the bin.

Division 17: Exterior Maintenance.

Div 17 Amendment 3: Paragraph added per September 14, 2016 Division 17 Board of Director meeting minutes

The context for exterior maintenance in Division 17 differs markedly from that in SunLand. Detached dwellings in SunLand are custom built and owner maintained, including their lots.

The exterior of every Unit in Division 17, including adjacent common areas, is maintained exclusively by the Association. Exterior maintenance is monitored and managed by a Board-appointed Coordinator. Any homeowner aware of a maintenance issue with his Unit shall report the problem to the Coordinator before attempting any repairs.

See Appendix A for a detailed list of the Association and Unit Owner's exterior maintenance and repair responsibilities. *Amendment 3: Added per September 14, 2016 Division 17 Board of Directors meeting minutes*

Contact information for the Exterior Maintenance and Landscape Coordinators is available at Division 17 website: www.sunlandnorthownersassociation.com, in the Division 7 Newsletter, and SLOA Directory.

Forms for reporting problems are available on the Association website: www.sunlandnorthownersassociation.com. Completed forms must be mailed to the Association at P.O. Box1655, Sequim, WA_98382 or to sunlandnorth@gmail.com.

Concrete is a natural product and often cracks and settles over time. Concrete is replaced or repaired at the expense of the Association only if the vertical or width displacement is evident over ½ an inch.

With the exception of privacy fences, exterior maintenance of items installed after original construction of the home and development of adjacent common areas are not repaired at the expense of the Association.

The CC&Rs of the Sunland Division 17 Owners Association require that each Owner shall at his or her own expense keep glass in windows / doors and all surfaces of decks in good order.

Exterior maintenance items that are maintained at the expense of Division 17 Owners Association include, but is not limited to: roof repair/ replacement/ cleaning; gutter repair / replacement / cleaning; exterior trim and siding repair / replacement / or painting (including attached privacy fences); concrete repair or replacement when cracks and settling greater than ½ inch displacement is evident; exterior security light post repairs and bulb replacements; mailbox repairs and maintenance.

Division 17 Owners / Tenants shall not employ or allow local tradesmen to enter upon a unit's roof for any reason.

To protect the Unit's painted surfaces, Owners/tenants are urged to seek control of the foliage of trees and plants that are touching the surface of their building in order to prevent damage to the building's paint or accumulation of excess moisture that might cause mildew. Owners/tenants are to report all such problems to the Landscape Coordinator.

11. Chimney and Air Pollution – Members will conform to published standards in use of fireplaces, wood-burning stoves, and barbecues. Burning of trash and/or garbage is prohibited.

12. Greenbelts – Greenbelts are among the common areas maintained for use, benefit, and enjoyment of SLOA members and their guests. Uses other than recreation and enjoyment are not permitted.

Division 17: *The Division 17 Greenbelt is owned by the Association and is maintained and controlled exclusively by the Division 17 Board. The Division 17 Greenbelt is available to all SLOA members under these augmented Rules and Regulations. The Division 17 Board cedes no control by this action and may alter or rescind access or activity within the Greenbelt at any time, at its sole discretion. The Division 17 Greenbelt cannot be obstructed, damaged or unnecessarily interfered with. Except as provided for otherwise in the Division 17 CC&Rs, all motorized vehicles are prohibited from entering upon any area of the Greenbelt, including but not limited to scooters, motorcycles, and ATVs. Violations may be cause for fines and other penalties.*

Sunland owners seeking access to the Division 17 Greenbelt for landscape maintenance purposes that include tree removal must in their written application present the Division 17 Board of Directors evidence of formal written approval of the project by the SLOA and Division 17 Architectural Control Committees and provide this additional information:

- *A detailed description of the scope of the work, including photographs of the area.*
- *Tentative start and finish dates during which the work will be accomplished.*
- *The name of the contractor or individual(s) who will do the work.*
- *Written assurance (certificate) that the contractor or individual(s) performing the work are licensed and bonded/insured.*
- *An advanced walk-through with representatives of the Division 17 Board.*

This information will allow the Division 17 Board to inform residents of the planned work in advance and enable the Board to address any questions or concerns our residents might have.

13. Use of Swimming Pool and Tennis Courts – Use of these facilities is for SLOA members and their guests. Rules for use are posted at respective facilities. It shall be the responsibility of the homeowner to oversee guests' conformity to the rules.

14. Non-Conforming Use of Property – Non-conforming use shall not be permitted within any area of SunLand without prior approval of SLOA.

15. Tree Cutting – It is the goal of the SLOA Board to preserve the wooded nature of the SunLand Community whenever practical. Protecting the evergreen trees is a priority. The Architectural Committee will not approve the removal of healthy trees unless there are special circumstances, such as safety concerns. Windowing (cutting limbs from the middle of the tree) or topping of a tree is strictly prohibited. Deciduous trees, on private property, may be trimmed by the homeowner as needed.

These restrictions also apply to vacant lots and any tree over 20 ft. in height. In making a decision, the Architectural Committee will take into account the impact any action will have on neighboring homeowners. In cases where trees have grown too large for their location, removal may be approved if the owner agrees to replace the removed tree with an appropriate sized tree. (SLOA Rev. 1-15-13)

Division 17: Any SunLand owner seeking permission for access to the Division 17 Greenbelt with or without motorized vehicles for the purposes of SLOA-approved tree removal and brush clearance must first apply to the Division 17 Board of Directors on terms indicated in Section 12 (Greenbelts) of these Rules and Regulations.

16. Propane Tanks – Approval from the Architectural Committee is required before any propane tank can be installed. The concern is esthetics, and some form of lattice fence and/or shrubbery will be required to camouflage the tank.

Division 17: Propane Tank Fencing must be consistent in size and type relative to the Unit and its surrounding Units as determined by the Architectural Control Committee. Propane tanks must not be anchored to / attached to the unit structure. **See Appendix C for the Division 17 Board-Approved guidelines and procedures to be followed for anchoring individual unit propane tanks and heat pumps for safety and/or emergency preparedness purposes.** Amendment 4: Added per July 12, 2017 Division 17 Board of Directors meeting minutes.

17. Structural exterior changes or modifications –

Division 17: All exterior changes or additions in Division 17 must first be approved by the Division 17 Architectural Control Committee prior to commencing any project. Change requests or additions might include, but are not limited to: privacy fences, front / back doors, hot tubs, wind screens and propane tanks.

All exterior changes or additions must be consistent with the current architectural setting and color palette of the unit and the neighborhood where the change will occur.

All exterior changes or additions made by the unit owner will become their responsibility to repair and maintain at their expense, with the exception of attached privacy fences which will become part of the Association's maintenance program.

See Appendix A for a detailed list of the Association and Unit Owner's exterior maintenance and repair responsibilities. Amendment 3: Added per September 14, 2016 Division 17 Board of Directors meeting minutes

Division 17 street security lights and bulbs are maintained by the Association's Exterior Maintenance Coordinator. Owners are not allowed to change the light bulbs since the Association requires bulb continuity throughout the neighborhood. If you have any questions, please contact the Exterior Maintenance Coordinator.

If you plan an exterior change or addition please visit the Division 17 website at: www.sunlandnorthownersassociation.com and download and complete the appropriate forms which you'll find under the "Forms" heading. Send completed forms to Division 17 Owners Association, P.O. Box 1655, Sequim, WA, 98382, attention Architectural Control Committee, Exterior Maintenance Coordinator, or Landscape Coordinator. If you do not have access to the website, please contact one of the Division 17 Board members.

Any changes or additions made without prior approval of the Division 17 Architectural Control Committee will be considered a violation of the Association's CC&Rs and may result in a consequence such as a fine or removal of the change or addition at the owner's expense. Please remember that all areas exterior to your unit belong to the Association and not you as the individual owner of that unit.

Please remember that all **Landscape and Common Area** is under the domain of the Association and the Landscape Coordinator. Unit owners/tenants may not alter the landscape. This means owners / tenants must not remove or plant bushes, shrubs and or trees without involving the Landscape Coordinator. If you have concerns, please contact the Coordinator.

See Appendix B for detailed guidelines on the Association and Unit Owner's responsibilities regarding Landscaping. *Amendment 3: Added per August 10, 2016 Division 17 Board of Directors meeting minutes*

SLOA:

- a. Any architectural change, including paint colors, to new or existing property must be approved by the SLOA Architectural Committee.
- b. Solar Energy Generation Equipment
 1. For purposes of this section, “system” means a solar panel device or system or combination of solar panel devices or systems that relies on direct sunlight as an energy source, including a solar panel device or system or combination of solar panel devices or systems that collects sunlight for use in;
 - a) The heating or cooling of a structure or building;
 - b) The heating or pumping of water;
 - c) The generation of electricity.
 2. No part of a roof-mounted system may extend above the roof ridge line and must conform to the slope of the roof.
 3. A roof-mounted system facing a street must conform to the slope of the roof and the top edge of any part of the system must be parallel to the roof ridge line.
 4. The system frame, support bracket(s), or any visible piping or wiring must be painted to coordinate with the roofing material. Black mounting components are allowed on any roof.
 5. A ground-mounted system must be shielded from view in the same manner as propane tanks provided the shielding of the system does not prohibit economic installation of the system or degrade the operational performance quality of the system by more than ten percent.
 6. Owners who install a system must indemnify or reimburse the association or its members for loss or damage caused by the installation or maintenance of the system.
 7. Components, meter, junction boxes, etc., mounted on the exterior of the structure must be painted the same color as the structure or shielded from view. The concern is esthetics, and some form of lattice fence and/or shrubbery will be required to camouflage the components if they are not painted.
 8. Components wiring must be within the wall of the structure upon which they are mounted. If the interior of the wall upon which the components are to be mounted cannot be accessed from either the interior or exterior of the structure then the Architectural Committee may in its discretion waive this requirement.
 9. Systems installed prior to the adoption of Section II.17 are grandfathered as installed and no modification to such installation is required

18. Architectural and Location General Requirements. All requirements described in the CC&Rs Article IV, Section 1 must be followed. (SLOA Rev 8/19/08)

Division 17: *With exception of Units placed and built by the Division 17 Developer, this regulation does not apply to Division 17 Unit Owners.*

19. Architectural and Location Prosecution of Work. Procedures in CC&Rs Article IV, Section 6 must be followed. (SLOA Rev 8/19/08) Completion of landscaping is contingent on architectural approval.

Division 17: *With exception of units placed and built by the Division 17 Developer, this Article does not apply to Division 17 Unit Owners.*

20. Golf Course Property Easements –There is a twenty foot (20') out-of-bounds ingress and egress easement on properties that border the golf course that allows golfers to retrieve balls. (SLOA Rev. 7/15/08)

Division 17: *Members and guests of the Sunland Golf and Country Club are granted the right of ingress and egress to retrieve out-of-bounds golf balls from the Greenbelt adjacent to all golf fairways, the Driving Range, and that portion of the unfenced Common Space adjoining the Driving Range .*

21. Signs: The purpose of having rules about signs is to maintain the residential beauty of our SunLand neighborhoods. Permitted signs must be no larger than 18”X 24.” Signs must be on the owner’s property and placed so they do not restrict visibility of traffic, and no more than one sign per subject. (Rev 5/19/09). The CC&Rs permit the following:

- a. Real Estate. One professionally made real estate sign may be displayed on each road frontage per property. (Rev. 12/12).
- b. Contractor sign. One sign may be displayed during the process of construction or landscaping and will be removed immediately upon completion of work.
- c. Home Security. Home Security signs are allowed providing they meet number and size criteria.
- d. Political Signs. Political signs may be displayed on owner’s property prior to an election and must be removed no later than the day after the election. Only one subject per sign is allowed.

A homeowner may request an exception to the signs criteria by making such a request in writing to the SLOA Board for their consideration. A request for a permit or a temporary sign may be made in the same manner.

Division 17: *Signs (above) may be displayed when located in planting areas. Signs may not be located in the lawn area.*

22. Copying of Association Documents: Members in good standing may request copies of the books, records, and papers of SLOA. These requests may be made in writing or in person at the Business Office. Such requests will be processed in a timely manner, not to exceed five (5) workdays. There will be a charge of \$.25 per page for each page provided. Those requesting copies of the SLOA mailing list will need to sign a statement that the list will not be used for any commercial purposes and that it will not be sold or transferred to any other party. In no case will email addresses, phone numbers, or renter information be disclosed. (SLOA Rev. 2-10)

Division 17: *All Division 17 members will have access to the records of the Association and may request copies at a charge of 25¢ per page via written request delivered to the Board at P.O. Box 1655, Sequim, WA 98382-4328. The fee for copies will be payable to Sunland Division 17 Owners Association and will then be distributed to the person(s) who provided the copies. NOTE: Two-sided documents are considered*

to be two (2) pages when copies are made of both sides. *Amendment 5: Added per March 14, 2018 Division 17 Board of Directors meeting minutes*

23. Fences. It is the responsibility of the homeowner to maintain privacy fences and keep their fences in good repair consistent with the original design and approved installation as stated in Article IV. Section 7g of the CC&Rs. (SLOA Rev.12/12)

*Division 17: Fencing must be compatible in size and type relative to the Unit and its surrounding Units as determined by the Architectural Control Committee. Privacy fences, regardless of when or by whom constructed, will be maintained by the Association except for fences requiring Architectural Control Committee approval. **See Appendix A for a detailed list of the Association and Unit Owner's maintenance and repair responsibilities.** Amendment 3: Added per September 14, 2016 Division 17 Board of Directors meeting minutes*

Section III: SLOA Covenants

Enforcement of Covenants and Rules and Regulations

Provided that the SLOA Board of Directors has concluded that a violation of the Covenants or these R&Rs has occurred, written notice of such violation shall be given to the owner, or person in possession of such property, together with 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, SLOA shall have the authority to impose such sanctions as it may deem appropriate and to pursue such legal action as may be considered necessary. Sanctions shall include but not be limited to suspension of voting rights and use of the common areas and facilities, and/or a monetary fine for the violation. (See "Schedule of Fines" below.)

Division 17: The Division 17 Board reserves the right to enforce SLOA's Rules and Regulations, including the accompanying Schedule of fines, as they exist at the time of an infraction, if SLOA doesn't pursue the infraction. Some Rules and Regulations are unique to Division 17, including their own Schedule of Fines, and may be enforced at the discretion of the Division 17 Board.

In all instances of an Owner's failure to abide by these Rules and Regulations or violation of the Division 17 CC&Rs, a penalty may apply, at the discretion of the Board of Directors, including fines for specific violations (See the Division 17 augmented "System of Fines.").

Procedures for managing alleged violations of governing documents: Because homeowner associations are self-enforcing organizations, they require a set of governing documents that clearly define for their members the expectations for maintaining a standard of quality in the development. The means for enforcing the CC&Rs of Division 17 are these Rules and Regulations.

Any member of the Association may report in writing to the Division 17 Board of Directors a perceived violation of these Rules and Regulations, stating the location of the alleged violation, date and time of the observation, and a brief description of the act or action in question. Committee Coordinators (External Maintenance, Landscaping, Undeveloped Greenbelt, and Architectural Control) also shall report perceived violations to the Board unless the problem is otherwise resolved without further action. In each instance one Board member with one Coordinator shall investigate to verify the violation or to dismiss the allegation

Should the violation be confirmed by the investigation, the Board shall notify the registered owner in writing, specifying the provision that has been violated, instructing the owner to correct or resolve the issue in timely fashion as prescribed by the Board, and citing the potential of a fine. If the owner remedies the problem within the designated time limit, the Board shall acknowledge the owner's compliance in writing and so notify the complainant.

An owner's failure to comply and to remedy the violation will be cause for the Board to determine if a fine should be imposed. Written notice to the responsible owner (USPS certified, return receipt) that a fine for failure to correct a problem will be levied if the problem is not corrected within ten (10) days from the date of the letter. In addition, if an owner willfully fails to comply, the Board may act to correct the cause for the violation, the expense and any associated legal fees being added to a fine.

Should an owner wish to appeal a citation for a violation or the assessment of a fine, written notice of such must be received by the Division 17 Association Secretary not more than ten (10) days after the Board's first notice. Timely appeals will be processed according to provisions in Division 17 Bylaws, Article V, Section 14, "Petitions and Grievances."

Division 17 Schedule of Fines

<u>Violation Description</u>	<u>Amount of Fine</u>
1. Any violation of the Parking Rule <i>(Div 17 Note: Items 1b through 1g apply exclusively to use of the RV Parking area as defined in the SLOA Rules and Regulations.)</i> 1b. \$500 for each occurrence. 1c. \$25-10 days after official notification. 1d. As required. 1e. \$75.00 on time and forfeiture of deposit 1f. As stated in rules. 1g. As stated in rules.	\$25
2. Any outside burning event (except BBQ)	\$500 per event
3. Any violation of the Pet/Animal Rule 3a. Attack upon a pet 3b. Attack upon a person	\$100 1 st , \$200 2 nd , \$300 3 rd event \$500 1 st , \$1000 2 nd , \$1500 3 rd event \$1000 1 st , \$2000 2 nd , \$3000 3 rd event
4. Any violation of the nuisance and annoyance rule, including the lighting of fireworks	\$200 per event
5. Antenna violation	\$100 – 10 days after notification
6. Violation of "Renter" Rule	\$500 per occurrence
7. No notification of property sale	\$100
8. Failure to maintain security light <i>(Div 17 note: All Division 17 security lights are maintained by the Association.)</i>	\$25 after notification

9. Failure to obtain a garage/estate sale permit from the SLOA office prior to the event and/or post it as required \$250 per occurrence
10. Any violation of Rule #10, regarding Maintenance of lots and/or landscaping \$100 per occurrence
11. Air pollution from chimney, stove or fireplace \$100 per occurrence
(Div 17 Note: All Division 17 fireplaces must use propane.)
12. Improper or unapproved use of greenbelt \$100 per occurrence
13. Violation of swimming pool or tennis court rules \$100 per occurrence
(Full cost of repairs, if warranted, and / or loss of pool and / or court privileges for a specified term)
14. Non-conforming use of property without permission of the SLOA board \$250 per occurrence
15. Violation of rule regarding tree removal \$250 per tree and/or cost of replacement
16. Failure to install and/or maintain approved screening of a propane tank \$200 – 30 days after notification
17. Any violation of Rule #17 \$250
(Div 17 Note: Regarding Exterior Changes or Modifications)
18. Any violation of Article IV, Section 1 of the CC&Rs \$500
(Div 17 Note: New unit construction is not applicable in Division 17)
19. Any violation of Article IV, section 6 of the CC&Rs (Prosecution of the Work) \$500
20. Interference with retrieval of golf balls in 20 ft easement \$ 50 per occurrence
(Div 17: Retrieval of golf balls from Division 17's common space, including Greenbelt, is allowed.)
- 21 Violation of Signs rule \$100
(Div 17 Note: See SLOA CC&Rs, Article III, Section 5)
22. Violation of rule 22 concerning the use of a SLOA supplied list of members and their addresses. \$500 per occurrence
23. Violation of rule 23 regarding fences \$150.00 per month until corrected
(Div 17 Note: Privacy fences approved by the Architectural Control Committee to enclose a private space become the property of and will be maintained by the Association.)

Addendum (July 15, 2014)

SEX OFFENDER POLICY

Any owner or resident within the Association who is a registered sex offender must report their sex offender status to the Board immediately upon becoming a member of the Association, or becoming a registered sex offender, whichever comes first.

For the purpose of this policy, a registered sex offender is anyone who is required to register or report to any public entity or to any part of the public that they have committed a sexual offense, regardless of the age or gender of the victim, and whether the offender has, in fact, properly registered or reported.

Registered sex offender use of pool or tennis court facilities is not allowed as children are allowed at these facilities at any time.

The Board wishes all pool and tennis court users to keep in mind that the Association does not have the resources to monitor the activities or status of sex offenders within the community. The Association can only enforce the above policy against those individuals of whom it becomes aware. It is also unable to avoid the risk of those predators that are not known and not required to register.

The primary responsibility for the supervision and protection of children is the parent or adult over 18 years of age accompanying those children to the pool or tennis courts. Please closely supervise your children. (SLOA Rev.7/19/2016)

Division 17: If you desire more information regarding Registered Sex Offenders in the area, visit this web site provided by the Clallam County Sheriff's office:

http://www.sheriffalerts.com/cap_main.php?office=54461

Additionally, you can contact Kaylene Zellar, at the Sheriff's office (360) 417- 2266 or by email at kzellar@co.clallam.wa.us

Amendment of Division 17 Rules and Regulations by the Board of Directors

The Board shall consider any proposed amendments to the Division 17 Rules and Regulations in a regular meeting after which the proposed amendment shall be submitted to the Division 17 general membership (owners) in person, by US first class mail, or via electronic means* for their consideration and comment at the next following regular Division 17 Board meeting.

The Board may adopt the proposed amendment at that meeting with an affirmative vote by a majority of the Board of Directors.

* Providing the owner has consented to electronic notice and has provided an email address to the Board

ADOPTION OF DIVISION 17 RULES AND REGULATIONS

We certify that the foregoing **Amendment #5** to the Rules and Regulations for SunLand Division 17 Owners Association was adopted by a majority vote of the Division 17 Board of Directors at the Annual Board Meeting on the **14th day of March 2018.**

Original Document Signed March 14, 2018
Gary Fortmann, President / Date

Original Document Signed March 14, 2018
David Walp, Secretary / Date

Original Document Signed March 14, 2018
John Lewis, Vice President / Date

Original Document Signed March 14, 2018
Michael Johnson, Member at Large / Date

Original Document Signed March 14, 2018
James Jones, Treasurer / Date

DIVISION 17 AMENDMENTS

- 1. Section II, Article 1: *Parking***, Amended per **March 9, 2016** Division 17 Board of Directors meeting minutes.
- 2. Section II, Article 17: *Structural Exterior Changes or Modifications***, Amended and Appendix B added per **August 10, 2016** Division 17 Board of Directors meeting minutes.
- 3. Section II, Articles 10 and 17: *Maintenance of Lots and Structural Exterior Changes or Modifications***, Amended and Appendix B added per **September 14, 2016** Division 17 Board of Directors meeting minutes.
- 4. Section II, Article 16: *Propane Tanks***, Amended and Appendix C added per **July 12, 2017** Division 17 Board of Directors meeting minutes.
- 5. Section II, Article 22: *Copying of Association Documents***, Amended per **March 14, 2018** Division 17 Board of Directors meeting minutes.

APPENDIX A

Division 17 Exterior Maintenance, Repair, and Replacement Responsibilities

NOTE: The listing below is not intended to be all-encompassing. It has been created to provide general guidance to owners. For additional information or clarification, contact Division 17's External Maintenance, Architectural Control, and/or Landscape Committees.

Association Responsibilities

Common Area Elements and Components that are to be maintained, repaired and/or replaced by the Association include:

Concrete Driveways, Sidewalks / Walkways, Patios, and Porches (for safety issues only)

Specific replacement and /repair criteria is listed in Article 10 above

Doors, External Entry (Excludes windows in entry door or screen / glass doors)

Electrical Components, Exterior

External Dryer Vent Covers

Fencing attached to units and wooden gates with Division 17 standard hardie-plank construction

Fencing, Perimeter Split-Rail

Foundations

Garage Doors and Mechanisms (Including Security Code Boxes)

Gutters and Downspouts

Mailboxes and Covering Structure in Mount Baker area

Irrigation & Landscaping System Components (Sprinklers, Pipes, Controllers, Etc.)

Railings, Wooden (Exterior Porch Steps/Stairs)

Roofing (including Roof Vents, Skylights, and Solar Tubes)

NOTE: All actions involving any roof areas are to be performed solely by Division 17

Security Lighting (Street Lamp Repair, including Bulb Replacement)

Sewer System Lines * (See Note Below)

Siding and Trim

Subfloors (Unless Damaged via Negligence or Willful Action)

OWNER'S RESPONSIBILITIES

Unit Elements and Components that are to be maintained, repaired and/or replaced by individual unit owners at their own expense include:

Accessories & Decorative Elements - Unit Exterior (Owner-Added)

Air Handlers (See Heat Pumps Below)

Arbors

Appliances

Awnings

Cabinetry

Cable/Satellite TV and Internet Wiring /Connections

Cleaning of Siding and Trim

*NOTE: Cleaning of siding and/or trim by **power washing** must be coordinated with and approved in advance by the Exterior Maintenance Coordinator. Cost for repair of any associated damage from power washing or any other method will be the responsibility of the owner.*

Continued on next page

OWNER'S RESPONSIBILITIES continued

Deck Surfaces

Doors (Internal and External Screen and Glass / Storm / Security Doors)

NOTE: Division 17 is responsible for the painting of the exterior surfaces of the external entry doors

Doorbells

Driveway – Snow Removal

Dryer Ducting and Vents (Excludes External Dryer Vent Cover)

Ductwork (Heating, Air Conditioning, Fireplace, etc.)

Electrical Wiring and Outlets (Exterior and Interior)

Exhaust Fans

Fireplaces (Including Flues)

Fire Protection Devices/Alarms

Floor Coverings (Internal and Garage)

Gates and fences requiring Architectural Control Committee approval

Heat Pumps / Air Handlers (Including Ducting)

Hot Water Tanks and Systems

Landscape Plants and Irrigation Items (Within Fenced/Gated Areas) -

Excludes Common Area Landscaping and Irrigation Systems (Control Boxes are to be maintained solely by Division 17)

Lighting Fixtures (Excludes Street Lamps)

Pest Control (Includes Birds, Insects, Rodents, Etc.)

Plumbing Lines and Fixtures (Including Domestic Water Lines - See Below)

Propane Tanks, Lines, and Connections

Railings, Non-Wooden (Exterior Porch Steps/Stairs)

Sidewalks (Adjacent to unit) – Snow Removal

Wall Coverings

Water Softeners

Water Spigots (External)

Water Lines & Pressure Regulators (Associated with Individual Unit) * See Note Below

Windows (Glass, Screens, and Frames)

* Depending on the issue and location, some portions may be deemed to be the responsibility of the SunLand Water District. All actions involving exterior water lines and components should be coordinated first with the Division 17 Exterior Maintenance/Landscaping Committees.

APPENDIX B

Division 17 Landscape Maintenance Guidelines

1. Division 17 will maintain all lawns by applying fertilizer, mowing, trimming and irrigation as needed. During the growing season lawns will be mowed weekly and edging will occur on a three (3) week rotating basis.
2. Shrubs and trees, except those in fenced patio areas, will be pruned at least once per year and as needed during the growing season. Winter pruning will be done after plants have become dormant. Winter pruning will typically be more aggressive than the pruning done during the growing season. Plants are to be pruned in a manner that keeps them away from the siding of buildings and painted fences.
3. Division 17 does not remove live plants or trees unless they present a problem. For example, if roots are endangering concrete sidewalks or foundations, overcrowding other plants, located too close to a building, etc. With permission from the Landscape Coordinator, owners may remove live plants at the owner's expense. Any plant replacing an owner removed plant must be approved by the Landscape Coordinator and will be at the owner's expense.
4. Dead or dying plants: If the Landscape Coordinator determines a plant should be replaced then Division 17 will be responsible for replacing the plant. However, in some locations the original plantings were not spaced to accommodate future growth and adjacent plants need additional space. In such situations, no replacement plant will be planted.
5. Division 17 will replace broken sprinkler heads and authorize a contractor to make other system repairs, as needed. Division 17 has full responsibility for and control of the irrigation system controllers. Owners who believe that a controller needs adjustment should contact the Landscape Coordinator to have such changes made.
6. Bark mulch will be applied by Division 17 to plant beds on a three (3) year cycle. Owners wishing to apply additional bark should get permission from the Landscape Coordinator before doing so.
7. Owners must get permission from the Landscape Coordinator before planting any plants in the common area plant beds. All owner installed plants become the full responsibility of the owner. The owner is responsible for all plant bed care in the area around such plants. Should the owner sell such unit, the maintenance responsibility transfers to the new owner.
8. All landscape maintenance within an enclosed patio (gated) is the full responsibility of the owner of that unit. Should the owner sell such unit, the maintenance responsibility transfers to the new owner.
9. Landscape contractor will use chemicals as a means of weed control in the lawns and plant beds. Hand weeding will be done only when the situation prevents use of chemical control.
10. Division 17 landscape contractor does not provide pest control.
11. These guidelines may be modified by Division 17 Board as needs and conditions require.

APPENDIX C
Division 17 Guidelines
for
Anchoring Individual Unit Propane Tanks and/or Heat Pumps

Because of inconsistent sizes, placement configurations, and ages of propane tanks/ heat pumps associated with the individual units in Division 17 and varied reasons for wanting to secure propane tanks and/or heat pumps, Sunland North / Division 17 has created the following guidelines to provide general information and direction to owners.

For additional information or clarification, contact Division 17's Architectural Control Committee.

1. Division 17 / Sunland North accepts no responsibility or liability related to the adequacy or effectiveness of any anchoring system installed by the homeowner.
2. Propane tanks / heat pumps shall *not* be anchored / secured to the structure of any unit. If homeowners wish to anchor / secure propane tanks and / or heat pumps for safety or emergency preparedness purposes, anchoring shall be done without attachment to the unit structure.
3. Prior to installation of any anchoring system, the Division 17 unit owner must provide the Architectural Committee with the following:
 - a. A completed Exterior Change Request Form that includes the description, dimensions, location, and installation plans showing in detail how the proposed anchoring system will be installed. The anchoring system must conform to accepted industry practice and design.
 - b. The expected date of installation
 - c. Name and contact information for the qualified, insured, and bonded contractor that will be performing the anchoring action.
 - d. If the propane tank is leased (not purchased by the unit owner), the unit owner must obtain written approval from the tank leaser for the proposed anchoring system,
 - e. The unit owner must mark all underground utilities in the location prior to start of installation.