

SUNLAND OWNERS ASSOCIATION
RULES AND REGULATIONS

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. (Rev 6/19/12)

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 in excess of 10,000 pounds. (Rev 9/24/2013)

1. A) Use of the R.V. Storage Facility. (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 vehicles gas tank 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 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.

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. (Rev. 1/15/2013)

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

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. (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 (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.

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.

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.

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

- 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 (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.

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.

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. (Rev. 1-15-13)

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.

17. Structural exterior changes or modifications

- 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. (Rev 8/19/08)

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

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. (Rev 7/15/08)

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.

22. 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. (Rev. 2-10)

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. (Rev.12/12)

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 with 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 "System of Fines".)

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 offence, 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.