

## **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**

### **Architectural Control**

- A. Structural exterior changes or modifications** – Any architectural change, including paint colors, to new or existing property must be approved by the SLOA Architectural Committee.
- B. Solar Energy Generation Equipment** - 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;
- The heating or cooling of a structure or building.
  - The heating or pumping of water.
  - The generation of electricity.
1. No part of a roof-mounted system may extend above the roof ridge line and must conform to the slope of the roof.
  2. 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.
  3. 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.
  4. 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.
  5. 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.
  6. 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.



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7. 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.
  8. Systems installed prior to the adoption of this Rule and Regulation originally released under Revision 07/19/2016, are grandfathered as installed and no modification to such installation is required.
- C. 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 II Section 3(e) of the CC&Rs. Maximum height of fences will be 6'. All fences that are more than 50% solid material must have at least 14" at the top of the fence as decorative design. Architectural committee will approve fence material and design. Chain link fencing cannot be more than 48" in height and must be black or dark green. In order to follow CCR'S, all wooden fences have to be stained or painted on both sides with colors that blend with surrounding landscape. This must be done on a repeated basis to maintain the integrity of the wood. Architectural committee will approve all colors. Refer to Summary of Sunland Building Requirements, Revision 03/15/2020 for more fencing requirements.
- D. 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.
1. These restrictions also apply to vacant lots and any tree over 20 ft. in height. In deciding, the Architectural Committee will take into account the impact any action will have on neighboring homeowners.
  2. 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.
- E. 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.
- F. Architectural and Location General Requirements.** - All requirements described in the CC&Rs Article II Section 3 must be followed.
- G. Architectural and Location Prosecution of Work.** - Procedures in CC&Rs Article II, Section 4 must be followed. Completion of landscaping is contingent on architectural approval.

**SECTION III**

**Property Care and Appearance of Premises**

The ruling documents of Sunland Owners Association (CCR's), specifically Article II Section 7 & 8, articulate the importance to the Sunland community for property owners to maintain both vacant and improved lots, residence exteriors and grounds in a neat, clean, and attractive manner. The following guidelines are consistent with these objectives and are to be observed by all Sunland property owners in the maintenance of both vacant and improved (with residence) lots.



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- A. All Lots** – Vacant and Improved with Residence – Owners shall maintain them, boundaries as platted, as required in Article II Section 7 of the CC&Rs.
1. Property owners are required to keep the grass cut, shrubbery pruned, weeds controlled or eliminated, and debris removed.
  2. Objectionable materials are not to be stored on property, including but not limited to;  
building material, junk items or any unattractive material or items that detract from the natural appearance of the grounds (excluding neatly stacked firewood).
  3. No trash of any sort or other unsightly items are to be left on the property. All such trash is to be disposed of.
  4. 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.
  5. No yard waste, pruning debris or clippings 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 clippings are to be properly disposed of through a waste collection company or taken to a public disposal point. Owners wishing to compost their yard waste or clippings may deposit the material in enclosed composting bins. Such composting bin and its immediate surroundings shall be kept clean and neat. The concern is aesthetics, and some form of lattice fence and/or shrubbery will be required to camouflage the bin.
  6. Vacant lots are to be kept free of all fire hazards such as dry grass, dead trees, (both fallen and standing), brush, and general debris (flammable and otherwise). Grass is to 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.
- B. Improved Lots with Residence:**
1. Grass is to be mowed to and maintained at a height of no more than two (2) to three (3) inches.
  2. All flower beds are to be kept free of weeds and trash.
  3. All shrubs are to be properly pruned and maintained to be attractive and appear harmonious with other homes in Sunland
  4. Parking strips along roadway are to always be kept free of weeds and trash.
  5. No trash of any sort or other unsightly items are to be left in the yard. All trash is to be properly disposed of.
  6. Rock and bark-covered areas are to be maintained and groomed so that they appear neat, free of weeds and trash at all times.
  7. Rain gutters are to be maintained and cleaned and in the same condition as when first installed.
  8. Trees that are unsightly are to be removed or pruned to maintain the grounds of the premises in a neat, clean and attractive condition.
  9. Trash receptacles, when not set out for trash pick-up are to be stored so that they are not visible from the street.
  10. 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.



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**C. SLOA has the final authority to define, and request the property owner to correct or remove, objectionable material.**

1. Violations of the Rules and Regulations: When the Board determines that a violation of Article II, Section 7 has occurred, SLOA shall have a notice of violation hand delivered or sent by first class mail to the owner of the offending property with a request to correct the problem. Such request shall contain: (i) a description of the offense; (ii) the time within which the owner must respond with either sufficient assurances that the problem has been or will be immediately corrected; and (iii) the estimated amount to be assessed to the homeowner if SLOA must correct the condition. Should the owner fail to comply SLOA will assume the maintenance task and bill the owner for the cost of the service. The fine for non-compliance is in accordance with current SLOA System of Fines and may be levied on approval of the Board. If approved, the fine must be paid within 30 days. The owner will be responsible for payment of the fine and costs incurred and will be assessed late fees and interest as set forth by the SLOA Board. Additionally, if necessary, a lien may be placed on the property and the owner shall be held accountable for all costs associated with the recording of the lien including legal costs.
2. The owner does have the right to appeal the violation notice, the corrective actions required and/or the imposition of the fine associate with the violation to the SLOA Grievance Communicated Committee. Such appeal must be received at the SLOA office within 10 days of receipt of this notice.
3. The appeal must be in writing and can be hand-delivered or mailed to the SLOA office at 135 Fairway Dr., Sequim, WA 98382. The owner will be notified of the date, time, and place where they may present their reasons why they should not be required to comply with the notice. See the "System of Fines" on the SLOA website.

**SECTION IV**

**Ownership and/or Occupancy**

**A. 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.

**B. 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.

**C. Security Lighting**

1. Each owner shall have darkness-to-dawn automatic lighting on the street side of the property.
2. 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.
3. All Security Lights shall have a bulb of no less than 40 Watts (450 lumens) and a maximum of 60 Watts (800 lumens).
4. Solar lights are prohibited as a method of security lighting due to the lack of performance to meet our standards.
5. 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



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shall have thirty days from notification to repair or replace the fixture. Failure to repair or replace the fixture will result in a fine in accordance with the System of Fines for each thirty-day period until the fixture is repaired or replaced.

6. 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.
- D. 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.
- E. 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.
- F. Burning** – There shall be NO outside burning of wood, trash, pruning/clipping debris, Presto Logs, etc. Barbecues and commercially manufactured propane fire tables or rings are excepted for use of cooking and ambience, only.
- G. 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.
- H. 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.
- I. 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.

The CC&Rs Article II Section 3(c) permit the following:

- Real Estate. One professionally made real estate sign may be displayed on each road frontage per property.
- Contractor Sign. One sign may be displayed during the process of construction or landscaping and will be removed immediately upon completion of work.
- Home Security. Home Security signs are allowed providing they meet number and size criteria.
- 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.

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.

**SECTION V**



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**Pets/Wildlife**

- A. Pets** – All pets, including cats, 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.
- B. Wildlife** - We live in a community that is part of and surrounded by native forest and vegetation that supports wildlife such as deer, raccoons, rodents, cougars, bears, coyotes, and birds. Owners have both actively fed wildlife and left outside bird and animal feeders on which wildlife have fed. As such, wildlife in the Sunland community have become (i) semi-domesticated, (ii) capitalizing on owners feeding them, and (iii) considered by some owners a nuisance to their properties as well as the common areas of Sunland.

Owners shall be deemed to be in violation of the “Animals” restriction identified in the Sunland CC&Rs and the “Nuisance and Annoyance” item in these R&Rs for any of the below stated conditions:

- a) Deliberately feeding wildlife any grain, fodder, fruit, vegetables, nuts, hay or other edible material via ground feeding scattering techniques, ground feeders, hand feeding, or suspended feeders that attract or encourage wildlife to stay or take up residence on a Sunland property can be classified as a nuisance.
- b) Providing a water source is considered feeding and is also prohibited.
- c) Feeders suspended less than seven (7) feet above the ground surface.
- d) Regardless of height suspension, feeders that allow for grain, fodder, fruit, vegetables, nuts, seed, or hay to fall are completely prohibited. This includes suet baskets/blocks, seed trays, and/or feeders with “catch trays” that do not eliminate food from being strewn by wildlife, are prohibited.

Living fruit trees and other live vegetation shall not be considered as wildlife feeding.

Violation notification will be sent to the owner by the Sunland Owners Association office or any of the Board of Directors’ committees via authorized communications including US Post Service, email, and hand delivered. In cases of rental properties, the owner bears responsibility for any violations created by their renters. Fines may be levied by the SLOA Board of Directors in accordance with the defined conditions contained in the SLOA CC&Rs. The fine amount established by this policy is the same as a fine for a nuisance violation.

**SECTION VI  
Parking/RV Lot**

- A. 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 Lot. 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



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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. Vehicles parked on the public roads within Sunland shall be parked to comply with WSDOT and/or Clallam County parking regulations. 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 in paved, public parking areas except by permit obtainable through the Board of Directors. No inoperable vehicle storage is allowed in driveways or prepared parking areas. Inoperable vehicles must be stored in a garage or outside of Sunland.

**B. RV Lot Rules**

1. Only property owners are eligible to rent space in the R.V. Storage Lot. 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 homeowners will be permitted rental access to the R.V. Storage area.
2. 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.
3. 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. Any loose material on the ground (i.e., ladders, wheels, fuel cans, building material, etc.) will be subject to removal and disposal without notice by SLOA. The cost of such removal shall be charged to the owner plus a fifteen percent (15%) administrative fee.
4. Rental Fees and Term are in accordance with current rental agreement.
5. 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.
6. 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 (36) months as determined by the SLOA Board of Directors; additionally, a fine of \$500 shall also be imposed.
7. 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. The member shall be charged for the cost of removal plus a fifteen percent (15%) administrative fee.
8. Failure to lock the gate upon arrival or departure of the lot may jeopardize the privilege of using the lot. More than one occurrence of failure to lock the gate will result in expulsion from lot usage and is a finable offense.
9. 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



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the SLOA office. For keys not returned within 30 days of giving up the space the renter will be assessed, and additional \$75.00 penalty and the refund will be forfeited.

**SECTION VII  
Miscellany**

- A. Access to SLOA Records** - Members in good standing may request copies of the books, records, and papers of SLOA, with exception to Personnel Files. 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 \$0.25 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.
- B. 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 prohibited.
- C. 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.
- D. Non-Conforming Use of Property** – Non-conforming use shall not be permitted within any area of Sunland without prior approval of SLOA.

**SECTION VIII  
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. SLOA shall also have the authority to perform the corrective action and invoice the member for the cost thereof plus a fifteen percent (15%) administrative fee.