

Saybrook Estates Homeowners Association  
16630 Saybrook Drive NE  
Woodinville, WA 98077

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE ESTATES AT SAYBROOK

Covenants, Conditions and Restrictions as updated through Sixth Amendment

90-11070947(original)	91-04041195(1 <sup>st</sup> )	93-02080465(2 <sup>nd</sup> )
98-12241493(3 <sup>rd</sup> )	2006-0411002189(4 <sup>th</sup> )	2007-0319001227(5 <sup>th</sup> )
2009-0611001286 (6 <sup>th</sup> )	2010-0713000965(7 <sup>th</sup> )	

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE PLAT OF  
SAYBROOK ESTATES HOMEOWNERS' ASSOCIATION

THIS DECLARATION was originally set forth for Saybrook Estates by JOHN F. BUCHAN CONSTRUCTION, INC., and WILLIAM E. BUCHAN, INC., and has been thereafter amended from time to time by the Association, ("DECLARANT"). In order to ensure preservation of the gracious residential environment at Saybrook Estates, Declarant agrees and covenants that all land and improvements now existing or hereinafter constructed thereon will be burdened by the following covenants, conditions, restrictions, reservations, limitations, liens and easements, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the owners thereof and their heirs, successors, grantees and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in such lands or any portion thereof and shall insure to the benefit of each owner thereof and to the benefit of Saybrook Estates Homeowners' Association and shall otherwise in all respects be regarded as covenants running with the land.

ARTICLE I  
DEFINITIONS

For purposes of the Declaration and the Articles of Incorporation and the Bylaws of the Saybrook Estates Homeowners' Association, certain words and phrases shall have particular meanings as follows:

Section 1. Association.  
shall mean and refer to the SAYBROOK ESTATES HOMEOWNERS' ASSOCIATION, its successors and assigns.

Section 2. Board.  
shall mean and refer to the Board of Directors of the Association, as provided for in Article IX.

Section 3. Properties.  
shall mean and refer to the real property described with particularity in King County records Volume 153 of Plats, pages 90 through 93, King County records Volume 155 of plats pages 57 through 65 and King County records Volume 103 of Plats page 142. This describes with particularity that property which is generally known as Division I,

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Division II, Division III of the Estates at Saybrook and Tract E, Saybrook Estates  
Division I with the following exception:

Tract E is currently not subject to the restrictions in this document except that the current Owner, upon building a home on the land in 2006, agreed to pay dues but does not have a voting interest.

Section 4. Common Maintenance Areas.

shall be those portions of all real property, including the improvements thereto, maintained by the Association. The areas to be maintained by the Association are described as follows:

1. (1) the landscaping, lighting and community identification signage located within the right-of-way on Saybrook Drive on Tract B and C of Division I, (2) Tract B and C of Division I, (3) the gatehouse, (4) the sprinkler and irrigation system located in Common Maintenance Areas, (5) Native Growth Protection Easements, identified on face of Plat, (6) public horse easements located within Tracts C, D and E of Division I, (7) Tracts D, F and H of Division II, (8) Tract A of Division III, and (9) the Irrigation Well easement on Tract E, Division I.

Section 5. Lot.

shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties. This term shall not include tracts designated on the fact of the Plat.

Section 6. Declarant.

shall mean and refer to John F. Buchan Construction, Inc., and William E. Buchan, Inc., their successors and assigns. Successors and assigns shall not include other developers who acquire one or more undeveloped lot from the Declarant for purposes of development.

Section 7. Architectural Control Committee.

shall mean and refer to the duly appointed or elected committee of the Board of Directors as outlined in Article XIII of this Declaration, hereinafter referred to as the "Committee".

Section 8. Other Parcels.

shall mean those parcels of land selected by the Declarant which may be added to the properties by Declarant in accordance with Article III.

Section 9. Plat.

shall mean and refer to the King County, Washington records Volume 153 of Plats, pages 90 through 93, Volume 155 of Plats, pages 57 through 65 and Volume 103 page 142.

Section 10. Residence.

shall mean and refer to buildings occupying any Lot.

Section 11. Native Growth Protection Easement.

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shall mean those areas on the face of the Plat which are designated Native Growth Protection Easements. These easements have been dedicated to members of the public and are subject to the control of the King County Department of Public Works and the King County Department of Building and Land Development, or their successor agencies.

Section 12. Common Areas.

shall mean any real property which is owned by the Association for the common use and enjoyment of the members of the Association. Common areas shall include Tracts B and C of Division I, which are Open Space Recreational Areas, Tracts D, F and H of Division II, which shall be owned and maintained as open space areas, which are Native Growth Protection Easements and Tract A of Division III, which shall be owned and maintained as open space areas which are Sensitive Area Setback Areas.

Section 13. Owner.

“Owner” shall mean and refer to the recorded owner, whether one or more persons or entities, of a fee interest in any Lot, including the Declarant, but excluding Mortgagees or other persons or entities only holding a security interest in properties within the Plat. Purchasers or assignees under recorded real estate contracts shall be deemed Owners as against their respective sellers or assignors.

Section 14. Building Setbacks.

Building setbacks are areas designated on the face of the plat adjacent to sensitive areas, such as steep slopes or wetlands.

ARTICLE II

PRE-EXISTING RESTRICTIONS

The Properties covered by this Declaration, to the extent that the Properties may be already affected by previous covenants, conditions, encumbrances and restrictions, to the extent that such restrictions are valid, the Properties continue to be subject to such restrictions.

ARTICLE III

OTHER PARCELS

Section 1. After the expiration of the Development Period, Other Parcels may be added to the Properties with the consent of 33 percent of the members of the Association. If Other Parcels are added to the Properties, the Association shall file for record an amendment to this Declaration legally describing the Other Parcels and stating that the Other Parcels are added to the Properties and subject to the provisions of this Declaration.

Section 2. The voting rights of the existing Lot Owners shall be adjusted at the time Other Parcels are added to the Properties only to the extent that the total number of votes

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is increased by the number of Lots added, and the percentage which one vote bears to the total is thus diminished.

## ARTICLE IV

### EASEMENTS, OPEN SPACE AND BUILDING SETBACK AREAS

#### Section 1. Conveyance of Common Areas.

Declarant hereby conveys to the Association for the common use and enjoyment of the Association and the owners, Tracts B and C of Division I, Tracts D, F and H of Division II and Tract A of Division III, which shall be commonly owned areas.

#### Section 2. Native Growth Protection Easements, Building Set-Back Areas and Flood Plains.

Structures, fills, and obstructions, including, but not limited to, decks, patios, outbuildings or overhangs beyond 18 inches are prohibited beyond the building setback line and in 25 year flood plains and within Native Growth Protection Easements as shown on the face of the Plat. All of the above described areas are clearly indicated on the face of the Plat. Native Growth Protection Easements, which are indicated on the face of the Plat have been dedicated to the public. The dedication of a Native Growth Protection Easement (NGPE) conveys to the public a beneficial interest in land within the easement area. This interest includes preservation of native vegetation for all purposes that benefit the public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of the plant and animal habitat. The NGPE imposes on all present and future owners and occupiers of land subject to the easement, the obligation, enforceable on behalf of the public by King County, to leave undisturbed all trees and other vegetation within the easement.

The vegetation within the easement may not be cut, pruned, covered by fill, removed or damaged, or the area landscaped without express permission from King County, which permission must be obtained in writing from King county Building and Land Development Division or any successor agencies.

Before, beginning, and during the course of any grading, building, construction, or other development activity on a lot subject to NGPE, the common boundary between the easement and the area of development activity must be fenced or otherwise marked to the satisfaction of King County. In addition to obtaining the permission of King County, no alteration or use of NGPE may be made without obtaining the permission of the Architectural Control Committee.

#### Section 3. Drainage Easements and Drainage Tracts.

Various public and private drainage easements are designated on the face of plats for Division I and Division II. Structures, fills, and obstructions, including but not limited to decks, patios, and buildings or overhangs, shall not be permitted beyond the building setback or within the drainage easements. Additionally, grading and the construction of fencing shall not be allowed within drainage easements shown on the face of the plats

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unless otherwise approved by King County Building and Land Development Division and the Architectural Control Committee and Association.

Tracts B, C, and G of Division II have been dedicated to King County for drainage purposes. The restrictions articulated in this Section shall apply to these tracts and King County shall maintain Tracts B, C, and G.

Section 4. Utility Easements.

Various utility easements are designated on the face of the Plat for purposes of providing properties within the Plat with electric, telephone, gas, cable television service, water and irrigation. These easements give the easement-holders the right to enter upon these lots at all times to effectuate the purposes of the easements.

Structures may only be placed on easements with the permission of the Architectural Control Committee and the entity to which the easement was granted. No planting material, fill, or other substances may be placed on utility easements which will interfere with such utility service.

Per King County recording number 20030221002373 an easement has been created on Tract E, Division I for Saybrook Homeowners Association irrigation well and equipment.

Section 5. Alteration of Common Maintenance Areas.

Nothing shall be altered, constructed in or removed from the common maintenance areas without the prior written consent of the Architectural Control Committee. This restriction shall not require the Association to obtain the consent of the Committee in order to maintain landscaping located in these areas.

Section 6. Structures Prohibited in Rights-of-Way.

All rights-of-way within the Plat have been dedicated to King County. No structures may be placed in the rights-of-way within the Plat other than the landscape planting located within the median at the main entrance to the Plat, without the approval of King County.

ARTICLE V

MAINTENANCE OF THE COMMON AREAS AND SITES  
DELEGATION OF MANAGEMENT

Section 1. Responsibilities for Maintaining Common Maintenance Areas.

The Association is responsible for maintaining and preserving the character of areas designated in the Covenants as Common Areas and Common Maintenance Areas. The Association's responsibilities shall include the maintenance of landscape and facilities located in such areas.

Tracts B and C of Division I have been designated as Common Areas, which may be used by members of the Association as open space and for recreational purposes. Tracts D, F and H of Division II have been designated as Native Growth Protection Easements which can be used for open space purposes. Tract A of Division III has been designated

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as Sensitive Area Setback Area, which can be used for open space purposes. The Association is obligated to preserve these areas.

Section 2. Repair of Common Maintenance Areas.

Any damage to Common Maintenance Areas or Common Areas or improvements thereon, including landscape plantings, sprinkler systems, fences, berms, etc., by an Owner, family member or guest shall be repaired by the Owner within 30 days after written notification of need to repair by the Association. The Board may grant additional time in exceptional circumstances if requested by the Owner. If such repairs are not made within the allotted time frame, the Board shall execute the repair and the Owner will be obligated to reimburse the Association for the total cost of repair within 30 days of such repair being completed. If the Owner fails to make payment for such repairs, the Board may seek remedies as outlined in Article XIV, Section 3.

Section 3. Management.

Each Owner expressly covenants that the Board may delegate all or any portion of their management authority to a managing agent, manager or officer of the Association and may enter into such management contracts or other service contracts to provide for the maintenance and the operation of Common Areas and any portion thereof. Any management agreement or employment agreement for the maintenance or management of the Common Areas or any portion thereof shall be terminable by the Association without cause upon 90 days' written notice thereof; the term of any such agreement shall not exceed three years, renewable by agreement of the parties for successive three-year periods. Each Owner is bound to observe the terms and conditions of any such management agreement or employment contract, all of which shall be made available for inspection by any Owner on request. Any fees or salaries applicable to any such management, employment or service agreement shall be paid by the Association.

ARTICLE VI  
ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation.

Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agrees to pay to the Association (1) annual assessments or charges and (2) special assessments. Annual and special assessments shall be established and collected in accord with the following provisions. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each assessment, together with the interest, costs and reasonable attorneys' fees incurred to collect such assessments, shall be the personal obligation of the individual who is the Owner of the Property at the time that the assessment fell due.

Section 2. Purpose of Assessment.

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The assessment imposed by the Association shall be used (1) to promote the recreation, health, safety and welfare of the residents of the Properties, (2) for the improvement, maintenance and repair of Common Areas and Common Maintenance Areas, (3) for legal fees or damages incurred in any action in which the Association or member of the Board or Architectural Control Committee, acting on behalf of the Homeowners' Association is named as a party, (4) for legal fees incurred by the Homeowners' Association, (5) for the repair of Saybrook Estates, and (6) for any reasonable expenses incurred by the Homeowners' Association.

Section 3. Annual Assessment.

The Board of Directors shall fix the annual assessment in accord with the following provisions:

- (a) The maximum annual assessment may be increased each year not more than 10 percent above the maximum annual assessment for the previous year without a vote of the membership.
- (b) The maximum annual assessment may be increased by more than 10 percent only if 33 percent of the members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose, or by an official mail vote, consent to such an increase.

Section 4. Special Assessments for Capital Improvement.

In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Maintenance Areas or any improvements upon the Common Areas not prohibited by this Declaration, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of 33 percent of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, or by an official mail vote. Any capital improvements whether funded in the annual budget by the annual assessment or requiring a special assessment to fund, that exceed \$15,000 must be approved by 33 percent of the membership.

Section 5. Special Assessments for Legal Fees and Damages.

In addition to the annual and special assessments authorized in Section 4, the Board may levy in any assessment year a special assessment for the purposes of defraying, in whole or in part, (1) legal fees and costs incurred in legal actions in which the Association is a party, (2) legal fees and costs incurred in any action in which a member of either the Board or Architectural Control Committee is named as a party as a result of a decision made or action performed while acting on behalf of the Homeowners' Association, or (3) any other reasonable expenses incurred by the Homeowners' Association. This assessment shall require the consent of 33 percent of the members of the Association.

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Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 of this Article shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first meeting called, the presence of 33 percent of the members of the Association or of proxies entitled to cast 33 percent of the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. All official mail votes require consent of 33 percent of the members of the Association for passage.

Section 7. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all Lots and must be collected on an annual basis.

Section 8. Annual Assessment; Due Dates.

Written notice of the annual assessment shall be sent to every Owner subject to such assessment. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Association.

Any assessment not paid within 30 days after the due date shall bear a late fee at a rate of \$25.00 per 30 days overdue. Each month an Owner is late they shall receive a letter from the Board outlining the new amount owed. Partial payments will not be accepted by the Board unless extenuating circumstances exist and a written payment plan is agreed upon by the Board and the Owner. After six (6) months, a lien for the assessment, \$150.00 in late fees, and lien filing fees at the current King County rates will be placed against the lot. Each Owner hereby expressly vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for in this section shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys' fees incurred in collecting past due assessments or enforcing the terms of assessment liens (see Article XIV, Section 4). No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of his Lot. Additional remedies may be sought by the Board as outlined in Article XIV, Section 3.

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The Board shall have the right to suspend the voting rights of an Owner for any period during which any assessment against the Lot remains unpaid and for a period not to exceed 60 days for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

Section 10. Subordination of the Lien to Mortgage.

The lien for assessments, provided for in this Article, shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien created pursuant to this Article as to payments which become due prior to such sale or transfer. No sale or transfer, however, shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property.

All property dedicated to and accepted by local public authority shall be exempt from the assessments provided for in this Article.

Section 12. Transfer Fees and Association Documents.

Each person acquiring a Lot shall pay to the Association a transfer fee of \$100 through escrow. The Board shall provide each new Owner with a copy (hard copy or DVD) of The Articles of Incorporation, Bylaws, CC&R's and current budget which outline their responsibilities as association members.

ARTICLE VII

MAINTENANCE OF LOTS

Section 1. Exterior Maintenance by Owner.

Each Lot and Residence shall be maintained by the Owner in a neat, clean and sightly condition at all times.

- (a) Refuse. All lots shall be kept free of debris. All refuse shall be kept in sanitary containers. The sanitary containers shall not in any event be "stored" in the front yard or other area in front of the residence. Containers may be kept on the side or back of the residence. Homeowners should make reasonable attempts to store the containers concealed from the view of any street or front view of a Lot in the Plat. The containers shall be regularly emptied and the contents disposed of off the Property. No grass cutting, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Property, any adjoining un-owned lot, any common area or common maintenance area, NGPE (sensitive area setback area), or area on which dumping is precluded by county ordinance, except that a regularly tended compost heap on the owned lot shall be permitted if such heap is concealed from the view of any of the other properties and/or the street.

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- (b) Storage of Vehicles, Goods or Equipment. Owners may not generally store goods or equipment, or have permanently parked vehicles (e.g. boats, cars and trucks that are not intended for daily use, trailers, campers, recreational vehicles) in open view on any Lot or on a public right of way within the development. When vehicles or goods are to be “permanently” parked or stored on lots for a period over 72 hours, other than in the circumstances described below in subsection (d) of this section, vehicles and goods shall be adequately screened from the view of adjacent rights of ways and lots. The screening of such vehicles or goods must have the approval of the Architectural Control Committee. Such approval must be sought before such items are placed on the lot for storage.
- (c) Improperly Parked Vehicles. Upon 48 hours written notice to the Owner of an improperly parked vehicle, the Board has the authority to have towed, at the owner’s expense, any vehicles which are parked in violation of this section.
- (d) Temporary Parking by Guests. This section does not prevent guests from parking recreational vehicles in driveways for a period of one week. However, if the guests plan to stay in their recreational vehicle for a period in excess of one week, the Owners must notify the Board of the length of the stay. This period of time may not exceed two weeks.
- (e) Dilapidated, Unsightly Vehicles. Neither owners nor their guests are allowed to park dilapidated or dysfunctional vehicles on their Lot or on a public right of way within the development.

Section 2. Easement for Enforcement Purposes.

Owners hereby grant to the Association an express easement for the purposes of going upon the lots of Owners for the purpose of removing Vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration.

Section 3. Lot Maintenance by the Association.

In the event that an Owner shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner consistent with the maintenance standards of the Saybrook Estates community, the Board shall, upon receipt of written complaint, and after subsequent investigation which verifies that complaint, have the right through its agents and employees to enter upon the offending Owners Lot and repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner fails to respond in a manner satisfactory to the Board within 30 days after mailing of adequate notice by certified mail to the last known address of the Owner. The Owner will be obligated to reimburse the Association for the total cost of repair, maintenance or restoration within 30 days of such repair, maintenance or restoration being completed. If the Owner fails to make payment the total cost shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law. In the event that the estimated cost of such repair should exceed one-half of one percent of the assessed value of the Lot and

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improvements on the Lot, the Board shall be required to have the consent of 33 percent of the Members before undertaking such repairs. The Board may seek additional remedies as outlined in Article XIV, Section 3.

Section 4. Construction.

This article does not apply to the construction activities, storage of construction materials, construction debris, or the use and parking of construction vehicles during the construction of a home (lot 40), a renovation or remodeling project.

ARTICLE VIII

HOMEOWNERS' ASSOCIATION

Section 1. Non-Profit Corporation.

The Association shall be a non-profit corporation under the laws of the State of Washington.

Section 2. Membership.

Every person or entity which is an Owner of any Lot shall become a member of the Association. Membership shall be appurtenant to the Lot and may not be separated from ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to said Lot and then only to the transferee of title to the Lot. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association.

Section 3. Voting Rights.

Owners shall be entitled to one vote for each Lot owned. When more than one person or entity owns an interest in any Lot, the vote for that Lot shall be exercised as the Owners decide to exercise that vote but, in no event, shall more than one vote be cast with respect to any Lot nor shall any vote be divided. The voting right of any Owner may be suspended as provided for in this Declaration, the Articles and Bylaws of the Association.

Section 4. Meetings.

Meetings shall be conducted in accord with the specifications set forth in the Bylaws of the Saybrook Estates Homeowners' Association.

Section 5. Dissolution of the Association.

In the event of dissolution of the Association, funds remaining after all bills and liabilities have been satisfied will be distributed equally among the current Lot Owners.

ARTICLE IX

MANAGEMENT BY BOARD

Section 1. Board of Directors.

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All administrative power and authority shall vest in a Board of three directors who need not be members of the Association. The Association, by amendment of the Bylaws, may increase the number of directors.

Section 2. Terms.

The terms of the Board are defined in the Bylaws.

Section 3. Powers of the Board.

All powers of the Board must be exercised in accord with the specifications which are set forth in the Bylaws. The Board, for the benefit of all the Properties and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation but not limitation:

- (a) Insurance. Obtain policies of general liability insurance.
- (b) Legal and Accounting Services. Obtain legal and accounting services if necessary to assist with the administration of Association affairs, maintenance of the Common Areas, or the enforcement of this Declaration.
- (c) Maintenance. Pay all costs of maintaining the Common Areas and Common Maintenance Areas.
- (d) Maintenance of Lots. If necessary, maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Areas and Common Maintenance Areas or (2) to obtain compliance with Article VII in order to preserve the appearance and value of the Properties or Lot. The Board may authorize such maintenance activities and seek reimbursement as outlined in Article VII, Section 3.
- (e) Discharge of Liens. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire Properties or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Properties or against the Common Areas rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the cost of discharging it and any costs or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners and the Lot responsible to the extent of their responsibility.
- (f) Utilities. Pay all utility charges attributable to Common Areas and Common Maintenance Areas. Authorize the installation of utility or service lines which the Board deems to be in the best interest of the Association.

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- (g) Security. Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Areas constituting the residential community created on the Properties.
- (h) Right to Contact. Have the exclusive right to contract for all goods, services, maintenance, and capital improvements provided, however, that such right of contract shall be subject to Association approval if it is a capital improvement over \$15,000.
- (i) Improvement or repair of Common Areas. Improve the Common Areas with capital improvements or repair to such Common Areas; provided that for planned capital improvements exceeding \$15,000, 33 percent of the Owners must approve such capital improvements as outlined in this document and the Bylaws.
- (j) Right of Entry. Enter any Lot when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot 24 hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board if entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the costs of such repair or maintenance activity shall be specially assessed to that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specially assessed against the Owner of the other Lot.
- (k) Promulgation of Rules. Adopt and publish rules and regulations governing the members and their guests and establish penalties for any infraction thereof.
- (l) Declaration of Vacancies. Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three consecutive regular meetings of the Board.
- (m) Employment of Manager. Employ a manager, an independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees.
- (n) Payment of Goods and Services. Pay for all goods and services required for the proper functioning and maintenance of Common Areas, Common Maintenance Areas and the Association.
- (o) Impose Assessments. Impose annual and special assessments.
- (p) Bank Account. Open a bank account on behalf of the Association and designate the signatories required.

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- (q) Legal Actions. Commence legal actions for the enforcement of these covenants or any other legal action which the Board of Directors deems necessary for the protection of the plat. The Board also has the authority to defend against legal actions initiated against the Association.
- (r) Exercise of Powers, Duties and Authority. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the Bylaws. However, nothing contained herein shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

ARTICLE X  
LAND USE RESTRICTIONS

Section 1. Residential Restrictions.

All Lots within the Properties shall be used solely for private single-family residential purposes. Private single-family residences shall consist of no less than one Lot. No residence shall be constructed which exceeds three stories in height, inclusive of a basement. Each residence must have a private enclosed car shelter for not less than two cars. No single structure shall be altered to provide residence for more than one family. Rambler-type residences (residences consisting of a basement and one story or residences consisting of a single story) shall contain at least 2,000 square feet. Multi-story residences (residences consisting of a basement and two stories or residences consisting of two stories) shall contain at least 2,300 square feet. In computing the total square footage of a residence, the basement shall not be included.

Section 2. Property Use Restrictions.

No Lot shall be used in a fashion which unreasonably interferes with the other Owners' rights to use and enjoy their respective Lots or Common Areas. The Board or the Committee designated by it, shall determine whether any given use of a Lot unreasonably interferes with those rights; such determinations shall be conclusive.

Section 3. Prohibition of Nuisances and Untidy Conditions.

No noxious or offensive activity or condition shall be conducted on any Lot, public right of way within the Association, or Common Area, nor shall anything be done or maintained on the Properties which may be or become an activity or condition which unreasonably interferes with the right of other Owners to use and enjoy any part of the Properties. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, boats, trailers, recreational vehicles and disabled vehicles of any kind whatsoever.

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If the Board determines a violation of Section 2 or 3 of this Article has occurred, written notice will be sent by registered mail, or hand delivered to the lot owner, directing them to correct the condition within 10 days. Should the owner fail to correct the condition as required, the Board may take action to remove or correct the condition at the owners expense. If the owner fails to reimburse the Association within 30 days of the receipt of a bill, the Board may seek remedies as outlined in Article XIV, Section 3.

Section 4. Fences, Walls & Shrubs.

Fences, walls or shrubs are permitted to delineate the Lot lines of each Lot, subject to (1) the approval of the Committee and (2) determination whether such fences, walls or shrubs would interfere with utility easements reflected on the face of the Plat and other easements elsewhere recorded. No barbed wire or corrugated fiberglass fences shall be erected on any Lot. All fences, including chain link fences, open and solid, are to meet the standards set by the Committee and must be approved by the Committee prior to construction or installation. No fences shall be constructed in the front yard setbacks.

Section 5. Temporary Structures.

No structure of a temporary character or trailer, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes except as provided in Article VII.

Section 6. Mining.

No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Oil storage for residential heating purposes is permissible if the storage tank is buried.

Section 7. Setbacks.

Front setback requirements for all residences in the Plat and side yard setback requirements shall be established in accord with relevant public zoning ordinances. No dwelling shall be located on any Lot nearer than 10 feet to the rear Lot line. For the purposes of this Covenant, eaves, steps, chimneys and open porches shall not be considered as part of the dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a Lot to encroach upon another Lot or upon any easement indicated on the face of the Plat or as otherwise recorded or upon Common Areas.

Section 8. Compliance with Health Department Rules and Regulations.

Construction of homes in Division One only must meet the requirements of King County Board of Health Rules and Regulations No. 8. Construction of homes within 1000 feet of the closed King County landfill site must be constructed in accord with such

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regulations. These regulations require that all buildings be structurally protected from methane gas as part of building permit plans. This shall be done by either the use of vented crawlspace foundations or an equivalent protection method as may be approved by the Seattle King County Department of Public Health. The 1000 foot setback shall be calculated from the location of the proposed structure to the nearest property line of the landfill site. The Building and Land Development Division of King County, or its successor agency, will determine whether there has been compliance with Health Department Regulations.

Section 9. Signs.

No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Lot except one sign not to exceed five square feet in area may be placed on a Lot to offer the property for sale or rent. Weekend garage sale signs and political yard signs of a temporary nature will be allowed during sale days or campaign periods on Lots. Within five days of the occurrence of the sale or election, such signs must be removed from Lots and common areas. Signs advertising contractor services may be placed on a Lot during a remodeling project and for up to two weeks after the project is completed. The Board may cause any sign placed on Properties in violation of this provision to be removed and destroyed.

Section 10. Animals.

No animal other than dogs, cats, caged birds, tanked fish, and other conventional small household pets may be kept on Lots. Dogs shall not be allowed to run at large. Leashed animals are permitted within rights-of-way. Horses may be ridden on equestrian trails designated on the face of the Plat. Efforts should be made by the person accompanying the animal to immediately remove animal waste deposited on lawns, trails and rights-of-way. All outdoor animal pens and enclosures must be approved by the Committee prior to construction and shall be kept clean and odor free at all times. If the investigation of the Board indicates that animals are kept in violation of this section, the Board will give the Owner written notice of the violation. Such violations must be remedied by the Owner within 10 days. Failure to comply with written notice will result in a fine of \$25 per day. At the conclusion of 30 days, if the violation has not been remedied and the accrued fees not paid, the Board may proceed to seek remedies as outlined in Article XIV, Section 3. The Association shall be entitled to attorneys' fees for any action taken to collect such fines in accord with the provisions of Article XIV, Section 4.

Section 11. Delegation of Use and Responsibilities.

Any Owner may delegate, in accord with the Bylaws of the Saybrook Estates Homeowners' Association, his right of enjoyment of Common Areas to members of his family, his tenants, or contract purchasers who reside on the property. In the event an Owner rents or leases his property, a copy of this Declaration as well as any rules and regulations that may be adopted by the Association shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner

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shall also be responsible for informing guests and service personnel of the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association.

Section 12. Leasing of Residential Units.

Subject to the terms of this Section, an entire Lot may be leased to a Lessee from time to time by an Owner provided that each of the following conditions is satisfied:

- (a) The lease or rental agreement must be in writing;
- (b) The lease or rental agreement must be for a term not less than thirty (30) days;
- (c) The lease or rental agreement must contain provisions that the lease or rental agreement is subject to this Declaration and other Association Documents, and that any violation of any of the foregoing shall be a default under the lease or rental agreement, and that the Lessee has received and agrees to be bound by the provisions, restrictions, covenants, conditions, and rules and regulations now or hereafter imposed by the Association Documents;
- (d) Before commencement of the lease term or rental agreement, the Owner shall provide the Association with the names of the Lessees and each person who will reside in the residential unit and shall keep the Board updated with the address and telephone number where the Owner can be reached;
- (e) If any Lessee breaches any restriction contained in the Association Documents, the Owner, upon demand by the Association, immediately shall take such actions as may be necessary to correct the breach, including if necessary eviction of the Lessee;
- (f) Notwithstanding the foregoing, the Association shall have all rights and remedies provided for under this Declaration and under the Association Documents against Lessees and Owners for violations of provisions of the Association Documents.

ARTICLE XI

BUILDING RESTRICTIONS

Section 1. Building Materials.

All homes constructed on each Lot shall be built of new materials, with the exception of décor items such as used brick, weathered planking, and similar items. The Committee will determine whether a used material is a décor item. In making this determination, the Committee will consider whether the material harmonizes with the aesthetic character of the Saybrook Estates development and whether the material would add to the attractive development of the subdivision. All roofs are to be unpainted cedar shingles, shakes, tile, slate, Certainteed's Presidential TL Ultimate shingle (in colors Autumn Blend, Shadow Gray, or Country Gray) or material approved by the committee. In June of 2010 the following additional materials were approved by the Committee: GAF/ELK/Grand Canyon (Sedona Sunset and Stonewood) and Woodmore (Chestnut, Mesquite, and Timber). All colors for roofing material must be submitted to the committee for approval. All applications require high profile ridge caps if applicable. Resawn cedar is the preferred material for siding and trim. Other materials such as Hardiplank for siding and trim are acceptable only if approved by The Committee.

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Changes to the color of the siding or trim are to be approved by The Committee. All visible masonry shall be native stone, brick or stucco.

An Owner conducting remodeling projects or rebuilding a home due to severe damage, as approved by the ACC, shall be obligated to use materials of at least a quality equivalent to those materials which were utilized for the original construction of homes in the Plat. If inferior materials are utilized, the Committee will require that such materials be replaced. The (1) grade of materials and (2) price of materials shall be relevant considerations in determining whether the materials are of equivalent quality.

Section 2. Construction Cleanup.

Each Owner conducting a remodeling project or rebuilding a home due to severe destruction, shall be required to clean up the Lot thoroughly and repair any damage to Plat improvements caused by their contractor within 10 days of completing construction. In the event an Owner does not clean up the Lot as required, the Board may have such clean up or repair executed and the Owner will be obligated to reimburse the Association for the total cost of such within 30 days of completion. If the Owner fails to make payment for such repairs, the Board may seek remedies as outlined in Article XIV, Section 3.

Section 3. Permits.

No construction or exterior addition or change or alteration of any structure may be started on any portion of a Property without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority and written approval of such permits from the Committee. The Committee must approve the plans for all construction or alteration proposals (see Article XIII).

Section 4. Codes.

All construction shall conform to the requirements of the State of Washington, Uniform Codes (building, mechanical, plumbing) and King County codes and requirements, in force at the commencement of the construction, including the latest revisions thereof.

Section 5. Time of Completion.

Any remodeling project that alters the exterior of any structure, including painting or other suitable finish, or a major re-landscaping project, shall normally be completed within 120 days of the beginning of construction. If extenuating circumstances exist the Owner shall notify the committee with a new completion date. The construction area shall be kept reasonably clean during the construction period.

Section 6. Entry for Inspection.

Any agent, officer or member of the Board or Committee may, at any reasonable predetermined hour, upon 24 hours' notice, during exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above recited individuals shall not be deemed guilty of trespass for

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such entry or inspection. There is created an easement over, upon and across the residential Lots for the purpose of making and carrying out such inspections.

Section 7. Contractor.

No home may be constructed on any Lot other than by a contractor licensed as general contractor under the statutes of the State of Washington without the prior approval of the Committee.

ARTICLE XII

UTILITIES

Section 1. Wiring.

The wiring of accessory buildings of any kind shall be underground.

Section 2. Antennae.

No radio or television antennae, transmitters or parabolic reflectors (satellite dish antennae) shall be permitted unless approved by the Committee.

Section 3. Septic Systems.

All septic systems serving Lots within the Plat must be professionally designed and meet all requirements of the King County Health Department and any requirements of the Architectural Control Committee. No structures, plantings or fill shall be placed within the area of septic drain fields or reserve drain fields located on the Owner’s property or that of nearby property, without obtaining the written permission of the King County Health Department and the Architectural Control Committee. Owners must ensure that no development activity conducted on their property adversely affects drain fields or reserve drain fields located on their own or nearby properties.

ARTICLE XIII

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee (“Committee”).

The Board of Directors shall appoint members to the Architectural Control Committee as required in Section 3 of this article. Committee members should be available for meetings and/or via email as necessary to approve submissions. The Committee shall consist of not less than three and not more than five members. It is not a requirement that members of the Committee be (1) Owners or (2) members of the Association.

Section 2. Jurisdiction and Purpose.

No improvement that would be visible from an adjoining Lot or from the street or a common right of way at the time it is constructed, or would be visible from the same with passage of time shall be constructed or installed on any Lot without the prior written approval of the Architectural Control Committee. The Committee shall review proposed

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plans and specifications for residences, rebuilds, remodels with exterior changes, major re-landscaping projects (where over 50% of the current vegetation or plantings will be changed or removed, or a completely new design/look is desired), accessory structures (e.g., garden sheds, tool sheds, doll houses, tree houses, gazebos and playground equipment), fences, walls, appurtenant recreational facilities (e.g., hot tubs, spas, basketball courts, permanent basketball hoops, tennis courts, swimming pools, bath houses, animal pens or enclosures), or other exterior structures to be placed upon the Properties. No exterior addition or structural alteration may be made until plans and specifications showing the nature, kind, shape, height, materials and location of the proposed structure or alteration have been submitted to and approved, in writing, by the Committee. The Committee also shall review proposals to change the exterior color of homes in the Plat. The Committee shall determine whether the exterior design and location of proposed structure, alteration, or color change harmonizes with the (1) surrounding structures, (2) surrounding natural and built environment, and (3) aesthetic character of the other homes in the Plat. Failure to make a submission may result in an order from the Board to remove or modify any structure or alteration if it would not have been originally approved by The Committee.

Section 3. Membership.

The Committee shall be designated by the Board. An election to fill either a newly created position on the Committee, a vacancy on the Committee, or removal of a member, requires the vote of the majority of the entire Board. However, the Board is not obligated to fill a vacancy on the Committee unless the membership of the Committee numbers less than three persons. The Board may replace members as necessary if they are unable to fulfill their responsibilities as a Committee Member.

Section 4. Designation of a Representative.

The Committee may unanimously designate one or more of its members or a third party to act on behalf of the Committee or a Committee member with respect to both ministerial matters and discretionary judgments.

Section 5. Donation of Time.

No member of the Committee shall be entitled to any compensation for services performed on behalf of the Committee. Committee members or representatives shall have no financial liability resulting from Committee actions.

Section 6. Address of the Committee.

The address of the Committee shall be at the registered office address of the Association.

Section 7. Voting.

Committee decisions shall be determined by a majority vote by the members of the Committee.

Section 8. Submission of Plans.

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All plans and specifications required to be submitted to the Committee shall be submitted to one of the members of the Committee by mail, email, or in person. The most current submission form provided by the Association shall be used and additional documents, and material samples shall be attached. Such information shall include but is not limited to:

- (a) The location of the structure upon the Lot;
- (b) The elevation of the structure with reference to the existing and finished Lot grade;
- (c) The general design;
- (d) The interior layout;
- (e) Samples of the exterior finish materials and color, including roof materials;
- (f) The landscape redesign plan; and
- (g) Other information which may be required in order to determine whether the structure or modification conforms to the standards articulated in this Declaration and the standards employed by the Committee in evaluating development proposals.

Section 9. Plan Check Fees.

No fees are required for initial submissions; however, the Board may elect to impose fees equal to the cost of any professional reviews that may be required.

Section 10. Evaluating Proposals.

The Committee shall have the authority to establish aesthetic standards for evaluating proposals. In addition to such standards the Committee shall determine whether the external design, color, building materials, appearance, height, configuration, or landscaping proposal being requested, harmonizes with (1) the various features of the natural and built environment, (2) the aesthetic character of the other homes in Saybrook Estates, and (3) any other factors which affect the desirability or suitability of a proposed structure or alteration. The Committee shall decline to approve any design which fails to meet the above recited standards and any other aesthetic standards promulgated by the Committee. The Committee will not approve temporary or non-permanent structures. Committee determinations may be amended by a majority vote of Committee members.

Section 11. Exclusions.

The committee is not required to review plans and specifications for homes constructed by John F. Buchan Construction, Inc. and William E. Buchan, Inc.

Section 12. Submission Procedures.

Within 30 calendar days after the receipt of a submission, the Committee shall approve or disapprove the request if they have all the information they need to make an informed decision. In cases where more information or time is required due to

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complexity of the project, the Committee may extend their decision making period by 10 day increments until they have all required information from the Owner. Such extension notifications to the Owner shall be in writing or via email. If a majority of the Committee is not available to render a decision, or there are less than 3 members on the committee, one or more Board members may vote as necessary in place of the absent committee member(s). The Committee may decline to approve plans and specifications which, in its opinion, do not conform to restrictions articulated in this Declaration or to its aesthetic standards. If the submission is disapproved, the Committee must include written justification as to the specific reasons. The Committee shall attach conditions and requirements in conjunction with disapproval. If the Owner/applicant conforms to such conditions and requirements the submission will be reconsidered.

The Committee shall indicate its approval or disapproval on the submission form provided by the applicant and shall return the documents to the Owner/applicant. Prior to notification of the Owner/applicant, the Committee shall seek review by a minimum of one Board member. The Committee shall also ensure a full copy of the submission, with the approval or denial be delivered to the Board, in person or via email, for inclusion on the ACC historical spread sheet and filing by Lot number.

If the Committee disapproves a submission the applicant may appeal such decision in writing to the Board. Within 30 calendar days of receiving the appeal the Board will review the original submission and appeal and may call a hearing to allow the Owner/applicant to state their case. A final decision will be rendered by a majority vote of all Board members.

In the event that no disapproval of an original submission is given within 30 calendar days, copies of the submission shall be delivered by the Owner/applicant making the submission, (messenger or trackable delivery/receipt required such as registered mail) to the Owners of adjacent Lots within the Properties together with a statement to the effect that (1) the plans and specifications have been submitted to the Committee, (2) 30 days have passed since the date of the submission and no action has been taken by the Committee, and (3) unless a legal action by the Owners to enjoin the construction pursuant to the submitted plans and specifications is filed within 10 business days after receipt of the delivered copies, construction will be commenced. If no legal action to enjoin the construction is commenced within 10 business days of delivery of the copies of the submission to adjacent property Owners, the submission shall be deemed to be approved by the Committee and construction may be commenced.

### Section 13. Compliance with Codes.

In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner/applicant and contractor employed by the Owner/applicant. The Committee has no responsibility for ensuring that plans and specifications which it reviews comply with local building codes and requirements. The

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Committee shall be held harmless in the event that a structure which it authorizes fails to comply with relevant building and zoning requirements. No person on the Committee or acting on behalf of the Committee shall be held responsible for any defect in any plans or specifications which are approved by the Committee nor shall any member of the Committee or any person acting on behalf of the Committee be held responsible for any defect in a structure or alteration which was built pursuant to plans and specifications approved by the Committee.

Section 14. Variation.

The Committee or Board shall have the authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not (1) detrimentally impact on the overall appearance of the development, or (2) adversely affect the character of nearby Lots or Common Areas. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration or create a past practice. Variations shall only be granted if the Committee or Board determines that the variation would further the purposes and intent of these restrictions. Variations shall only be granted in extraordinary circumstances.

Section 15. Enforcement.

In any judicial action to enforce a determination of the Committee or the Board, the losing party shall pay the prevailing party's attorneys' fees, expert witness fees, and other costs incurred in connection with such a legal action or appeal (see Article XIV, Section 4).

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Covenants running with the Land.

These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of 30 years from the date these covenants were recorded, after which time the covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the individuals then owning the Lots has been recorded which reflects their intent to amend the covenants in whole or in part.

Section 2. Amendment.

After 30 years have elapsed, the covenants shall be automatically extend in accordance with the provisions set forth in Section 1 of this Article. This Declaration and the Bylaws may be amended during the initial 30 year period if 33 percent of the members vote to amend particular provisions of either instrument. All amendments must be filed with the office of the King County Records Department or its successor agency.

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Section 3. Enforcement.

The Association, the Board, or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event an Owner or his lessee, does not meet any financial obligations due the Association through an action outlined in previous articles of this Declaration, the Association has additional options of filing a lien, which will be inclusive of a \$100 filing fee, sending the amount to a collections agency of the Boards choice, and/or seeking remedy through Small Claims Court.

Section 4. Attorney’s Fees.

In the event that it is necessary to seek the services of an attorney in order to enforce any (1) provision of this Declaration or (2) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be obligated to pay any attorneys’ fees or court costs incurred. If the Owner fails to pay such fees within 60 days, such fees shall become a lien against the Owner’s Lot.

In any legal action commenced in order to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover all reasonable attorneys’ fees and expert witness fees incurred in order to enforce the provisions of this Declaration. The prevailing party shall also be entitled to recover all costs.

Section 5. Compensation for Witnesses.

In any action to enforce the terms of this Declaration, or any action in which the Association is a party, members of the Board, the Committee or the Declarant who testify on behalf of the Association, shall be compensated for time spent at depositions and at trial at the rate of \$25.00 per hour by the Association.

Section 6. Successors and Assigns.

The covenants, restrictions and conditions articulated in this Declaration shall run with the land and shall accordingly be binding on all successors and assigns.

Section 7. Severability.

The invalidity of any one or more phrases, clauses, sentences, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part thereof. In the event that one or more of the phrases, clauses, sentences, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence, paragraph or section had not been inserted.

Section 8. Rule against Perpetuities.

In the event that any provision or provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of 21 years after the death of the last surviving incorporator of the Association or 21 years after the death of the last survivor of all of the incorporator’s children and grandchildren who shall be living at the time this instrument is executed, whichever is later.

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Section 9. Agreement to Mediate disputes.

In the event that any dispute arises between parties arising from or relating to this Agreement, and the dispute is not resolved by negotiation, the parties agree to submit the dispute to mediation. The parties further agree that their participation in mediation is a condition precedent to any party pursuing any other available remedy in relation to the dispute. However, either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of the mediation process.

Any party to the dispute may give written notice to the other party of its desire to commence mediation, and a mediation session must take place within thirty (30) days after the date that such notice is given. The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within seven (7) days after a party has given notice of a desire to mediate the dispute, any party may apply to the Chief Civil Judge of the King County Superior Court for appointment of a mediator. The parties further agree to share equally the costs of the mediation, which costs will not include costs incurred by a party for representation by counsel at the mediation.

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IN WITNESS WHEREOF, we, being all of the directors of Saybrook Estates Homeowners' Association have hereunto set our hands this 24<sup>th</sup> day of January, 2012.

\_\_\_\_\_  
Karen Manser, President

\_\_\_\_\_  
Joe Coulombe, Secretary

\_\_\_\_\_  
Bruce Ford, Vice President

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1/24/2020

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State of Washington  
County of King

On \_\_\_\_\_ before me,  
Appeared \_\_\_\_\_

Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose names/are subscribed to the within instruments and acknowledged to me that he executed the same in his authorized capacity, and that his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Affiant\_\_\_\_Known\_\_\_\_Produced ID  
Type of ID \_\_\_\_\_  
(Seal)

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