

**SAYBROOK HOMEOWNERS ASSOCIATION**  
**ASSOCIATION RULES**  
**(Adopted By the Board of Directors January 1, 2016)**

**ARTICLE 1**  
**PURPOSE, ORGANIZATION AND FINANCE**

**1.1 Association Documents.** The Saybrook Homeowners Association was established on August 24, 1990, as a Washington nonprofit corporation in order to carry out the duties, obligations and responsibilities and to exercise the right imposed upon or accorded to the Association by the Declaration of Covenants, Conditions and Restrictions (“Declaration”) of the Saybrook Estates subdivision. The duties and powers of the Association are defined in the Association Documents, which are as follows:

- (i) Declaration of Covenants, Conditions and Restrictions for Saybrook, (“Declaration”);
- (ii) Saybrook Homeowners Association Articles of Incorporation;
- (iii) Saybrook Homeowners Association Bylaws; and
- (iv) Saybrook Homeowners Association, Association Rules (“Rules”).

Each Owner in Saybrook is, or has been provided with a copy of all Association Documents either at the time of their home purchase, or in the case of these Rules, after they were enacted. By taking title to a Lot within Saybrook or subsequently leasing their Lot/Residence (Article X, Section 12), an Owner agrees to comply with the provisions of the Association Documents as they pertain to the Owners and Members. These Rules are supplemental to all other Association Documents. Owners are expected to read all of the Association Documents to gain an understanding of how the Association operates and what restrictions are placed upon their property and the Common Areas.

**1.2 Management.** The Board of Directors of the Association (“Board”) is responsible for the administration of the Association as outlined above and in the Association Documents. As well, per the Bylaws, Article X, Section 1(a), and the Declaration, Article IX, Section 3(k), each state the following in part as Powers and Duties of the Board:

*Promulgation of Rules. Adopt and publish rules and regulations governing the Members and their guests, and to establish penalties for any infraction thereof.*

**1.3 Finance.** The funds necessary to operate the Association and its facilities are provided by the Assessments levied by the Association against each Lot within Saybrook as outlined in the Declaration.

**ARTICLE 2  
ASSOCIATION PROPERTY  
GENERAL RULES**

**2.1 Code of Conduct.**

**2.1.1** All persons must conduct themselves in a civil and courteous manner at all times and must not jeopardize or interfere with the rights and privileges of others.

**2.1.2** No person's actions shall compromise the safety of another.

**2.2 Responsibility.** Owners are responsible for their guests while using Common Areas.

**ARTICLE 3  
GENERAL RULES GOVERNING NATIVE GROWTH PROTECTION (NGPE),  
DRAINAGE EASEMENTS, AND OTHER OPEN SPACES**

**3.1 Maintenance.** It is the responsibility of the Association to maintain the Open Spaces and NGPE Tracts identified by "letters" (excluding the drainage ponds) that are indicated on the Plat Map for Saybrook Estates. Owners are responsible for maintaining such areas that are part of their lots. No other use shall be made of NGPE or Tracts by homeowners.

**3.1.1** In addition to the rules outlined in Article IV of the Declaration, no dumping of any kind, including yard waste and other vegetation, is permitted in any Open Space Tract, NGPE Tract/Area, or Drainage Easement. Offending owners may be subject to the fines and penalties outlined in these rules, as well as any clean-up costs incurred by the Association should an incident occur.

**ARTICLE 4  
GENERAL RULES GOVERNING THE USE OF LOTS**

**4.1 Maintenance of Lots and Structures and Refuse Containers.**

**4.1.1 Owners.** Each Owner is expected to be familiar with Article VII of the Declaration. It is each Owner's responsibility to maintain his/her Lot and the structures situated thereon in a good and clean condition 365 days a year and in a manner consistent with the maintenance standards of the Saybrook Estates Community.

**4.1.2 Landscape.** Landscape that can be seen from the street or from any neighboring lot must be maintained in a neat, clean and attractive condition. This includes mowing the lawn regularly so that that grass and weeds are not able to go to seed and maintaining the lawn in reasonable condition. Bushes, trees and shrubs shall be trimmed as appropriate and beds shall be raked and kept free of weeds and debris. Damaged, dead or otherwise unsightly vegetation shall be removed if not within a NGPE.

**4.1.3 Remedies.** Failure to maintain a Lot or structure, or correct a condition may result in the Association taking any action available to it under the Declaration and these

rules, including without limitation, the right to perform the maintenance or correct the condition and seek reimbursement from the Owner

**4.2 Trash Containers and Collection.** Trash containers must be stored as indicated in Article VII of the Declaration. Refuse containers may be left at the curb for pickup no earlier than 12:00 p.m. (noon) on the day before the scheduled pickup is to occur and may remain at the curb until no later than 12:00 p.m. (noon) on the day after the scheduled pickup is to occur. Owners should make arrangements with a neighbor or other responsible party to move the refuse containers if they are going to be absent and not able to comply with these time frames, or notify the Board to inform them of any special circumstance that could occur and may violate this rule.

**ARTICLE 5  
POLICY OF CORRECTIVE ACTIONS  
AND  
SCHEDULE OF FINES**

**5.1 Notice and Meeting; Suspension of Rights; Lien Rights; Collection Rights.** No fines for a first offense will be assessed without notice and an opportunity to be heard and/or correct the condition.

Any fine for which an Owner has waived the right to be heard, or has refused to take requested action on the condition causing the fine, or any fine affirmed by the Board after a meeting with the Owner, shall be paid within 3 weeks (21 calendar days) of the date on final letter to the Owner with notification that such fine is being levied.

In addition to levying fines as penalties for violations, the Association may also exercise any other remedy available pursuant to the Declaration or pursuant to Washington law.

**5.2 Violations of the Declaration – Warning.** An Owner shall be entitled to one (1) warning letter prior to the Board taking any action with the exception as noted in 5.3 (iv) below.

**5.2.1** For any violation of the Declaration or these rules the Board will notify an Owner in writing, (letter or email if appropriate and acknowledged by the Owner), that a violation has occurred. If a condition needs to be corrected, an Owner will have 21 calendar days from the date of the written communication to both correct the condition and report the outcome to the Board, or 7 calendar days to request a meeting with the Board to discuss the condition and a resolution. The Board will schedule, absent extenuating circumstances, a meeting within 2 weeks (14 calendar days) of the Owner’s request. The Board may, at their discretion, extend the warning period to allow ample time for the condition to be corrected or discussions to be held. All communications regarding the initial violation warning, requested corrections and outcomes or resolutions between the parties shall be in writing.

If the violation is an offense that simply should not be repeated in the future and no condition exists, the letter from the Board will so state.

**5.3 Violations of the Declaration, - Fines and Fees.** The fines in this section shall not apply to specific violations in the Declaration that already have a fine structure outlined. The Board may, at their discretion, waive any fine to be imposed.

All costs to the Association incurred in enforcing a violation with a non-fine remedy (i.e., towing a vehicle) may be billed to the Owner.

Should the Owner fail to correct a condition as required during the warning period as outlined above, fail to contact the Board to request a meeting, or repeat a simple violation for which they received a warning, the Board has the right to levy fines as outlined in these rules or the Declaration, and/or follow any procedural non-fine remedy as outlined in these rules or in the Declaration. The fine structure is as follows:

- (i) Initial fine - \$100 to be paid within three weeks (21 calendar days) of the date on the levy letter as noted in 5.1 above.
- (ii) \$100 after each week (7 calendar days) commencing on the due date of the initial \$100 fine. Total not to exceed \$1,000.
- (iii) Residents with a fine balance may contact the Board at any time to request a payment plan.
- (iv) Each repeat violation within 1 year of the initial violation warning letter will result in the fine structure being repeated without a warning letter;

New violations, or a repeat violation after 1 year, will always commence with a warning letter.

## **ARTICLE 6 MISCELLANEOUS**

**6.1 Complaints Concerning Violations.** An Owner may report an alleged violation to the Association by notification directly to a Board member.

**6.2 Modification of Rules.** These Rules may be modified from time to time as may be deemed necessary in the sole discretion of the Board of the Saybrook Homeowners Association.

**6.3 Conflict.** In the event of any conflict between these Rules and the Declaration, the Declaration shall control. In the event of any conflict between these Rules and the Bylaws, the Bylaws shall control.

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