

RULES AND REGULATIONS
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I. MEMBER’S RESPONSIBILITIES AND DENIAL OF PRIVILEGES

Shelter Bay members are responsible to ensure that family, tenants, agents, and guests comply with the Protective Covenants and the Community General Rules and Regulations.

1.1 Member’s responsibilities:

- a. It shall be the responsibility of every member to file with the office, in a manner prescribed by the office, the mailing address where that member will receive notices, bills or other correspondence regarding their property. Members are also responsible for ensuring the office has their latest contact information, including email address(es) and phone number(s). No member shall be excused from paying fees, charges, assessments, fines, penalties, or interest thereon for the reason that they did not receive a notice, bill, or any other correspondence due to an improper mailing of said notice, bills, or other correspondence, as a result of that member’s failure to provide a current mailing address.
- b. If a member rents his/her property, including a private dock, it is the members, or his/her designee’s, responsibility to have a signed Tenant Information Form on file in the office.
- c. Members have possessory interest of their lot and are responsible for knowing and being able to verify the property lot lines. If the member cannot determine their lot lines, the member is responsible for having the lot professionally surveyed. The Community’s responsibility is to provide the original survey plat maps and the lot’s legal description.
(Res. 19-17, 12/18/19)
- d. Shelter Bay members are responsible for maintenance of their lots: mowing, clearing of overgrown brush and dead trees, drainage, and ditching. Any lot that the committee responsible deems neglected and in need of mowing will be mowed by the community and the member will be billed the customary charge. Member is responsible for ensuring drainage from their property is properly tied into the community’s drainage system and does not adversely affect neighboring properties, community ditches, or roadways. *(Res. 23-19, 9/20/23)*
- e. Shelter Bay members who are responsible for unauthorized use of and/or damage to Shelter Bay community property or facilities are subject to a fine and liable for costs of repair or replacement. *(Res 20-02, 2/19/20)*

1.2 Member Conduct:

- a. Members, tenants, and guests shall use courtesy and respect in their interactions with others. Members shall not engage in any abusive or harassing behavior, either verbal or

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physical, or in any form of intimidation or aggression directed at other members, residents, guests, committee members, or the Shelter Bay board of directors or employees. Verbal abuse or physical harassment are unacceptable behavior.

- b. It is the responsibility of each owner to ensure that they themselves and their tenants and guests comply with Shelter Bay’s conduct policy. Failure to comply may result in a fine recommendation to the Rules Committee.

(Res. 19-15, 11/20/19)

- 1.3 No member is considered a “member in good standing” if any dues, assessments, or other charges remain due and payable to Shelter Bay Community, Inc., or Shelter Bay Company in excess of 60 days.
- 1.4 Denial of privileges: Members who are not in good standing shall be denied voting and all other community privileges according to the provisions of the By-Laws, Article II, Section 4. “Privileges” include, but are not limited to, the purchase of recreation tags, leasing space in the RV storage lot, use of the clubhouse and other rental facilities, and moorage in the Shelter Bay Marina. Such denial of privileges shall also be extended to renters/tenants of a member/landlord who is not in good standing.
- 1.5 Members applying for Community permits must be members in good standing.
- 1.6 Any violation of these Rules and Regulations may result in a fine per the Schedule of Fines.

II. GENERAL ACTIVITIES

- 2.1 The following activities are prohibited:
 - Discharge of firearms
 - Use of fireworks or firecrackers
 - Dumping of any trash, debris, or appliances in Community dumpsters except by Marina tenants dumping only vessel generated trash
 - Littering
- 2.2 All outdoor burning, including the use of weed burning equipment, is prohibited. The supervised use for recreational purposes of propane or charcoal appliances such as barbecues, patio heaters, and fire pits is permitted.

Supervised and controlled fires are permitted only at Community approved and installed fire rings located at park or beach areas, except during those times when a burn ban is in effect.
- 2.3 Dogs off members' or tenants' premises must be leashed and under control at all times. Loose animals may be impounded. Pet owners are responsible for cleaning up feces left by their pet(s).
- 2.4 Consistent with the Declaration of Protective Covenants, Article 4, Section 9, all users of a community facility shall conduct themselves in an orderly manner.
- 2.5 Use of sound-emitting equipment shall be at a reasonable volume so as not to disturb neighboring members.
- 2.6 For safety reasons during times of snowfall, skiing or sledding on the streets of Shelter Bay is forbidden.
- 2.7 The golf course greens are off limits during freezing weather as the grass can be severely damaged when frozen.
- 2.8 Individual garage sales require a manager, or designee-issued permit. Each household will be allowed to hold two (2) garage sales per year and such sales may only be held on Saturdays and Sundays.
- 2.9 The Board of Directors may authorize use of the Shelter Bay Community mailing list.
- 2.10 Solicitation is the act of asking someone for something.
 - a. The solicitation of Shelter Bay residents by private residents or commercial entities is prohibited except by mail or invited contact.
 - b. Resident school children may solicit funding for school or youth projects.

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Please refer to Rules and Regulations, Part II – Administrative, Chapter 50, Elections, Sections 50.075 and 50.080.030 for the Community’s policy regarding member petitions and the dissemination of information during elections.

- 2.11 The official mailing address for the Board, committees or staff is: 1000 Shoshone Drive, La Conner, WA 98257.

III. HARBOR AND PRIVATE DOCKS

- 3.1 It is the responsibility of all private dock owners to submit an amended dock easement to be certified and recorded whenever a construction modification is made to the original easement. See the Architectural Compliance Construction Guidelines for private dock construction.
(Res. 19-16, 12/18/19)
- 3.2 Private dock owners shall provide the office with emergency contact information and prominently display a contact card on the vessel containing the vessel owner’s name, address, and contact phone numbers for all vessels moored at their dock.
- 3.3 When a private dock owner rents his dock, the owner shall provide the Shelter Bay office with a completed copy of a “Tenant Information” form (available at the office).
- 3.4 All vessels moored within Shelter Bay harbor waters shall carry liability insurance in full force and effect with companies authorized to do business in the State of Washington, providing limits of at least \$500,000 per occurrence for combined bodily injury and property damage. The insurance shall cover damage done to the dock and its appurtenances, the harbor, the harbor waters, and other boats or equipment. Vessels shall not be permitted to moor until satisfactory evidence of insurance, with Shelter Bay Community, Inc. named as the Certificate Holder, has been provided by the member and owner of the private dock to the Community Office.
- 3.5 All vessels moored within the Shelter Bay harbor shall be properly licensed and registered. Vessels shall not be permitted to moor until satisfactory evidence of such registration has been provided by the member and owner of the private dock to the Community Office.
- 3.6 Vessels shall be moored so they do not protrude more than a maximum of 10% of the dock’s overall length beyond their dock into the navigable fairway. Vessel length shall be measured at the centerline and will include the outermost point, including any anchor roller or bowsprit at the bow and any swim platform, dinghy, or davit system at the stern. In certain cases, an extension beyond this requirement may be granted by the Harbor Committee.
- 3.7 Vessels in harbor waters shall operate at dead slow speeds. Usual rights-of-way for vessels under sail do not apply in harbor waters.
- 3.8 Liveaboards staying aboard their vessel for more than 10 consecutive days are not permitted except during the construction of a member’s home or with the permission of the Community Manager.
- 3.9 The following activities in the harbor, on private vessels, or at private docks are prohibited:
 Refueling of vessels or the transfer of fuel by hoses from the shore or dock side.
 Any commercial operation.
 Aquaculture.
 Swimming.
- 3.10 When possible, the Harbormaster will remove deadheads from the Shelter Bay Harbor. Deadheads wedged in at the private docks or entangled with private vessels are the private dock owner’s responsibility to remove.

IV. CLUBHOUSE

- 4.1 Shelter Bay members in good standing may rent the clubhouse for their own use or on behalf of their tenant for:

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- a. Private parties they are hosting and at which they will be in attendance, or
- b. A club, group, or organization of which they are members.

- 4.2 Priority for use of the Clubhouse shall be as follows:
- a. Board of Directors, Committees, Manager, and Staff
 - b. Shelter Bay Committee events
 - c. Other activities authorized by the Social and Recreation Committee
 - d. Club, Group, or Organization with a majority of Shelter Bay members
 - e. Private functions

The Community Office may change schedules with mutual agreement of the parties involved.

- 4.3 For personal, club, group, or organization event, a "Clubhouse Rental Agreement" form with the member or tenant signature shall be completed. For recurring Community group functions, one Agreement per year will be required with an additional Agreement required for special events. The usage fee will be waived for Community groups. The refundable security/damage deposit is still required, per the Board approved Fee Schedule.

Type of Event	Usage Fee	Security/Damage Deposit	Event Sponsor	Approval/ Authorization Required
Personal	Yes	Yes	Member	Manager or Designee
Club/Group/Organization	Waived by SRC	Yes	Member	Social & Rec Comm.

- 4.4 All facilities are used at “own risk” and Shelter Bay Community, Inc. shall not be liable for any injuries incurred by members, family, or guests. The Community shall be reimbursed for all costs of cleaning and repair of property damage. Rental or use of the Clubhouse does not include exclusive use of the swimming pools, tennis courts, golf course, playground, BBQ areas and other recreational facilities.
- 4.5 Use of the Clubhouse for commercial purposes is not allowed. The Social and Recreation Committee may authorize classes, fund raising, and non-partisan political events considered of value to the membership, at their discretion. See 4.11.
- 4.6 Rental fees will be in accordance with the Schedule of Fees as approved by the Board of Directors and posted at the office and website. Rental fees and any additional usage charges will be charged to the member’s Shelter Bay account. If the rental is on behalf of the member’s tenant, it is the member’s responsibility to collect such amounts from their tenant.
- 4.7 Failure to leave the Clubhouse in good condition and/or any violations of the Clubhouse Policy and Rules will result in additional charges being applied to the member’s account.
- 4.8 Clubhouse tables and chairs are not to be used outdoors unless authorized by the Manager. The loaning of tables and chairs outside of Shelter Bay is prohibited. See 4.11.
- 4.9 Maximum occupancy is 150.
- 4.10 Limited directional signage for the event will be allowed 48 hours prior to the event and must be removed within 24 hours after the event. No signs, balloons, or announcements of an event shall be attached to the entrance sign, street sign’ posts, fencing and fence posts, utility poles or any other type of community sign/post.
- 4.11 Exceptions to Paragraphs 4.5, 4.6, or 4.8 may be approved by the Social and Recreation Committee or the Manager on a case-by-case basis.

(Res. 19-13, 12/18/19)

V. PARKS AND BARBEQUE AREAS

- 5.1 Shelter Bay members in good standing may reserve the fire pit and BBQ areas at Martha’s Beach and the BBQ areas at Rainbow Park and the Marina for their own use, private parties they are hosting, or for a group or association of which they are members and will be in

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attendance. Use of the parks and BBQ areas for political, commercial, or fund-raising purposes is not allowed.

- 5.2 Renters with a properly filed Tenant Information Form shall be accorded the same privileges as Regular and Associate Members with regard to this section.
- 5.3 In all cases of exclusive use, a "BBQ Area Reservation Request" form shall be completed and approved. A confirmation will be issued to the applicant, which must be available during the scheduled use of the facility.
- 5.4 All facilities are used at "own risk" and Shelter Bay Community, Inc. shall not be liable for any injuries or adverse actions by member, family, or guests. The Community shall be reimbursed for all costs incurred in cleaning and/or repair of property.
- 5.5 A directional sign may be placed at each successive street change off Shelter Bay Drive during the time of an event. No signs, balloons, or announcements of an event shall be attached to the entrance sign, street sign' posts, fencing and fence posts, utility poles or any other type of community sign/post.
- 5.6 Dogs shall not be allowed to run loose but shall be leashed or confined.
- 5.7 Trash generated from use of the above facilities shall be placed in provided receptacles.w356
- 5.8 Use of a generator in a park or BBQ area is prohibited unless its use is approved in advance by the manager.
- 5.9 Only fires in the firepit at Martha's Beach and the permanent BBQ facility at Rainbow Park are allowed. (No open fires are allowed during burn bans. Use of charcoal briquettes and/or propane in barbeques is allowed during a burn ban.) Fires must be attended at all times and extinguished before leaving.
- 5.10 Martha's Beach.
 - a. The hours of use at Martha's Beach are 8:00 a.m. to 7:00 p.m. from October 1st to March 31st and from 6:00 a.m. to 10:00 p.m. from April 1st to September 30th. Overnight use of beach property is prohibited.
 - b. Operation of vehicles and motorcycles on Martha's Beach, other than transportation to and from, is prohibited.
 - c. Dogs may be allowed off-leash on Martha's Beach so long as the owner maintains complete control and picks up after them. If requested by a community member, the owner must put dogs back on leash.
 - d. Removal of driftwood from Martha's Beach is prohibited.

VI. RECREATIONAL FACILITIES

- 6.1 Recreation Tags:
 - a. Shelter Bay members, renters, and non-resident marina tenants in good standing may purchase recreation tags at the office which are valid for one year beginning May 1 and ending April 30 of the next year.
 - b. Valid recreation tags must be worn and visibly displayed at all times by persons using any outdoor recreational facility within Shelter Bay.
 - c. Any information needed for access to recreational facilities will be available at the office.
 - d. Recreation tag fees are established by the Fees and Fines Schedule.
- 6.2 Pool Regulations:
 - a. Swimmers will shower before entering pool.
 - b. No one with a skin infection or bandages will be allowed in the pool.
 - c. Children not potty-trained must wear clean diapers, plastic, or rubber pants plus bathing suit when in the pool.
 - d. Only those wearing appropriate swim attire will be allowed in the pool.

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- e. No food, smoking, or gum chewing are allowed in the pool enclosures or in bathrooms or dressing rooms. Drinking water contained in a plastic container is allowed.
- f. Running or rough play is not allowed.
- g. When needed for safety, flotation equipment may be allowed.
- h. Shelter Bay staff and/or pool attendant have the authority to eject person(s) not obeying the pool regulations.

6.3 Pool Usage:

- a. The hours of pool operation will be posted at the office and on the website and may include both open and adult only (21 and over) swim times, as determined by the Community Manager. Children under 13 years of age must be accompanied by an adult.

6.4 Golf Course Regulations:

- a. Only golfers are allowed on golf course.
- b. Children under 10 years of age must be accompanied by an adult.

6.5 Tennis and Pickleball Court Regulations:

- a. Only players are allowed on the courts.
- b. Players must wear appropriate shoes that will not leave scuffmarks.
- c. One-hour time limit is imposed if other players are waiting.
- d. Players must ensure courts are securely locked when leaving the premises.
- e. Children under 10 years of age must be accompanied by an adult.

- 6.6 Pets, skateboards, roller skates, bicycles, Frisbees, or similar equipment are not allowed on the golf course, tennis courts or in the swimming pool areas. Skateboards are not allowed to be used around the Clubhouse and on the adjacent parking areas; however, skateboards may be used in other areas designated for that purpose by the manager.

VII. STORAGE LOT

- 7.1 Use of the storage lot requires an executed Storage Lot Lease Agreement. Shelter Bay Community members, associate members, and non-resident Marina tenants in good standing wishing to lease space in the storage lot will contact the office to determine availability. If there are no spaces available, the applicant will be placed on a waiting list. Spaces will be assigned in order by date with Shelter Bay members given priority.
- 7.2 Vehicles, trailers, or campers parked or stored in the storage lot will be the property of the lessee.
- 7.3 The lessee of space in the storage lot shall comply with all provisions of the Storage Lot Lease Agreement. The Community Manager will regularly monitor the condition of the Storage Lot. If items in the storage lot need to be brought into compliance or the condition of the space needs maintenance or repair, the lessee will be notified of the problem and requested to take corrective action by a specific date.
- 7.4 Failure of the lessee to comply with the Lease Agreement may result in a fine or termination of Lease Agreement and the property ordered removed from the space at the lessee's expense.

VIII. USE OF ROADS AND VEHICLES

- 8.1 Motor vehicle laws of the State of Washington, Skagit County, and the Swinomish Tribe shall apply to roads within Shelter Bay. Unless otherwise posted, maximum vehicular speed limits within the boundaries of Shelter Bay shall be 25 miles per hour. County weight limits apply to all Shelter Bay roads unless designated otherwise by the Board of Directors.
- 8.2 Driving of any motorized vehicle on any Shelter Bay area other than roads and designated parking areas is prohibited.
- 8.3 Vehicles at members lots are to be parked in a garage, on the driveway, or a graveled parking area and are not to be parked on the lawn.

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- 8.4 No prolonged or overnight parking on Community lands is permitted within Shelter Bay. This includes roads, road rights-of-way, shoulders, walking paths, and greenbelt areas. Members with vehicles found so parked will be subject to fine. If it is determined that a vehicle parked in these areas is an impediment to traffic or a hazard to safety, the vehicle may be removed at owner's expense.
- 8.5 With the exception of Community vehicles, no prolonged or overnight parking in the Shelter Bay Clubhouse, Office or Annex parking lots will be allowed without Manager approval. Boat trailers may be parked for a maximum of three days in the area so designated in the Marina parking lot. Contractor vehicles and equipment shall comply with the Architectural Compliance Committee Construction Guidelines.

IX. ENTRANCE GATE AND SECURITY MEASURES

- 9.1 Entrance to Shelter Bay is controlled by a single point of access at the front gate located on Shelter Bay Drive. The front gate is equipped with unmonitored 24-hour surveillance cameras capable of face and license plate recognition. Surveillance cameras are a known deterrent to crime and provide an excellent tool to aid law enforcement in apprehension after the fact.
- 9.2 Law enforcement patrols through Shelter Bay by the Swinomish Police Department occur at irregular intervals. Members should be aware that most residential thefts occur during daytime hours and that securing your property at all times is the best way to ensure against loss.
- 9.3 Shelter Bay has taken these security measures and although these can assist in deterring crime, Shelter Bay is not a security provider and does not intend to give the perception otherwise. Members are responsible for their own security measures. Residents of Shelter Bay are encouraged to organize a security watch program in their neighborhood and to call 911 when they observe anything suspicious. Shelter Bay is not responsible for loss or theft of owners personal property. *(Res. 24-16, 11/20/24)*

X. CONSTRUCTION

- 10.1 All construction within Shelter Bay shall comply with applicable State of Washington, Skagit County, and Swinomish Indian Tribal Community permitting requirements.
- 10.2 An approved Certificate of Compliance is required for new construction, exterior remodeling, exterior painting, roofing, installation, or alteration of accessory structures (decks, sheds, etc.), construction of piers and floats, construction of fences, installation of solar energy panels, and hardscape (paving, driveways, walkways, patios, retaining walls, etc.). Failure to obtain an approved Certificate of Compliance prior to beginning work shall result in a stop work order and a fine.
- 10.3 The member is responsible for ensuring drainage from their property is in compliance with the Shelter Bay Stormwater Management Manual (SWMM) and properly tied into the community's drainage systems and does not adversely affect neighboring properties, community ditches, or roadways. Ditches are to be protected from siltation and no materials shall be added to a drainage ditch without prior written approval of the Architectural Compliance Committee. *(Res. 23-19, 9/20/23)*
- 10.4 All construction must be in accordance with the Swinomish Indian Tribal Community's Building Codes and the Shelter Bay Community, Inc. Protective Covenants

XI. SIGNS

- 11.1 Except as provided for in this section, no sign of any kind may be displayed to public view on any tract, parcel, or community property without written approval of the community manager

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or committee responsible. Any sign posted which is not in compliance with this section will be removed.

- 11.2 Signs shall not be attached to street sign' posts, fencing or fence posts, utility poles nor on any other type of community signpost. Signs shall not be posted at the Shelter Bay entrance or anywhere from the front gate to Pioneer Parkway.
- 11.3 Permitted signs shall not exceed 2' x 2', attached to the structure or on a post not over 4' high, and be located in such a manner as to not obstruct the view of the roadway. Permitted signs include:
 - a. Sign to identify a member's place of residence.
 - b. Residential or vacant lot "For Sale" signs. No more than two per lot.
 - c. Garage Sale and temporary event signs may remain in place for the duration of the event and shall be removed directly following the event. Directional signs may be placed at each successive street change off of Shelter Bay Drive and at the function location.
 - d. Brokerage or private "For Sale" signs are permitted on vessels moored in the harbor.
 - e. Political signs may be displayed for candidates running for political office and/or ballot issues in any election in which all members of the community can be eligible to vote. Political signs shall be limited to one sign per candidate and per issue, may be posted up to four weeks prior to the election, and must be removed within 48 hours after the election.
- 11.4 House identification signs: Each resident is required to purchase and post a standard house number sign. The sign shall be of a reflective material, white with blue numbers, and of a standardized form as provided by the Architectural Compliance Committee Construction Guidelines. The house identification sign must be visible from the street.
- 11.5 Only signs approved by the community manager may be placed or posted at the front gate.

XII. EXTERIOR LIGHTING

High intensity lighting which illuminates large areas outside of the residence is not permitted in Shelter Bay. Lighting shall be limited to building entrances and approaches, perimeters, walks and pathways, utilizing low light levels. Motion activated lighting is approved.

- 12.1 Light fixtures shall utilize diffusers, deflectors, or an arrangement that diffuses light visible to neighbors or passers-by.
- 12.2 Light fixtures shall be located or arranged to light only those surfaces intended.
- 12.3 No light fixtures shall be located so as to directly illuminate adjoining property.
- 12.4 Outdoor ground lighting shall be limited to low profile fixtures, at or near ground level, providing low light levels. Accent lighting, if used, shall be arranged so that light is not directed toward neighboring properties.
- 12.5 Light fixtures providing pier, ramp and dock lighting shall utilize a louvered design to provide a low level of diffused light to illuminate nearby surfaces.

XIII. UTILITY SERVICE

- 13.1 Shelter Bay Community, Inc. is the purveyor of water within the community. Members connecting to the water distribution system agree, as a condition of accepting and continuing water service, to comply with all provisions of the Agreement for Water Service (which by reference is a part of this section). Connections to the water distribution system provide for specific member agreement to:
 - a. Install and maintain at all times their plumbing system in compliance with the most current edition of the Plumbing Code and Washington State Administrative Code (WAC) as it pertains to the prevention of potable water system contamination, prevention of pressure surges, and thermal expansion in the water piping.

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- b. Within 30 days of the Community’s request, install, test, maintain, and/or repair a reduced pressure backflow assembly downstream of the meter in accordance with the Cross Connection Control program.
 - c. Not to make a claim against the Community or its agents or employees for damages and/or loss of service in case of water pressure variations, or the disruption of the water supply for water system repair, routine maintenance, power outages, and other conditions normally expected in the operation of a water system.
 - d. Pay their water billing within thirty (30) days from the date of billing.
- 13.2 Failure to comply with the terms of service may result in termination of water service.

XIV. EDUCATION AND COMPLIANCE

- 14.1 Shelter Bay members are responsible for ensuring that family, tenants, agents, and guests comply with the Protective Covenants and Rules and Regulations. Violations will result in a fine or fines as provided by the Schedule of Fines and loss of standing within the Community. Fines may be levied by the Rules Committee, the Manager, or the Compliance Officer.
- 14.2 The procedure for handling member non-compliance shall be:
- a. Contact the member, or registered tenant, to relay information regarding the non-compliance issue.
 - b. Follow-up contact with written communication providing instructions for remedying the infraction and, if appropriate, setting a date for full compliance.
 - c. If member is found to be in violation and does not remedy the issue, the Manager or Compliance Officer may issue a citation and fine; or the committee responsible may request the levy of a fine by the Rules Committee.
 - d. If the member is non-responsive or if the violation is severe or egregious in nature, the Manager or Compliance Officer may instantly issue a citation and fine.

XV. SCHEDULE OF FINES

- 15.1 Fines may be levied in combination when necessary due to multiple offenses or violations, i.e., cutting 6 trees in a greenbelt would be 6 offenses or a repeatedly barking dog would be multiple offenses. Any and all such combination of fines shall run concurrently. Fines levied must be paid and the violation corrected/satisfied within fifteen (15) days of receipt of the fine notification. If the violation is not corrected/satisfied and/or the fine is not paid within that fifteen (15) day period, the fine will increase that day and each seven (7) days thereafter, by the amount of the original fine, until the total accumulated fine is paid and it is determined that the violation has been satisfied. Fines shall not accumulate during either a Committee Decision Review or a mediation process.

Fines levied are appealable to the Rules Committee within thirty (30) days of the date of the fine notification. A one hundred (\$100) dollar non-refundable appeal fee will apply. If an appeal is filed within thirty (30) days the fine will cease to accumulate until the conclusion of the appeal hearing. If the Rules Committee appeal decision upholds the committee’s decision, the member will have an additional fifteen (15) days from the notice of Rules Committee decision to pay the accumulated fine, if any, and correct/satisfy the violation(s) or the fine will resume accumulating. Within thirty (30) days of receipt of the Rules Committee’s decision, the decision may be further appealed to the Board of Directors. An additional non-refundable one hundred (\$100) dollar appeal fee will apply. If the Rules Committee decision is appealed to the Board, the fine will not accumulate during the appeal process. If the Board upholds the Rules Committee decision, the member will have fifteen (15) days from the date of the notice of the Board decision letter to pay the accumulated fine and correct/satisfy the violation before the fine resumes accumulating. The fifteen (15) days allowed to remedy the violation may be extended by and is at the discretion of,

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the committee responsible. No routine extensions will be allowed. If the member prevails during either the Rules or Board appeal hearings, all fines may be rescinded by authority of the Board President, in congruence with the Manager and/or the Rules chair.

The Board of Directors is the only authority that can mitigate or determine compromises on a fine. Failure to pay a fine within sixty (60) days may result in a lien upon the property. (Res. 23-17, 9/20/23)

Shelter Bay Community, Inc Schedule of Fines			
Violations	1st Offense	Each Subsequent Offense	Additional Qualifications
Protective Covenants			
Not Otherwise Specified	\$100	\$200	
Construction without a Certificate of Compliance	100 to 1000	400 to 1000	Fine is ‘up to’ depending on severity
Construction on Community Lands	1,000	1,500	Plus, cost of removal
Failure to Maintain Trees, Shrubs or Hedges	100	200	
Unauthorized Cutting of Trees on Lots	200	400	Tree 6"+ diameter @ dbh*/4" in SSA**
Unauthorized Cutting of Trees on Community Lands	1,000	1,500	Fine is ‘up to’ depending on severity
Unauthorized Clearing of Community Lands	500	1,000	Fine is ‘up to’ depending on severity
Unauthorized Dumping on Community Lands	100 to 500	400 to 1,000	Plus, cost of removal. Fine is ‘up to’ depending on severity
Unkempt Lots, Nuisance, or Refuse Violation	100	200	
Failure to Maintain Proper Site Drainage	100-500	400-1,000	Plus, cost of repaid. Fine is ‘up to’ depending on severity
Use of Firearms or Explosives	200	400	
Nuisance – Excessive Noise	200	400	
Outdoor Fires	500	1,000	
Short-Term Rental	500	1,500	Per rental of less than 30 days
Violations			
Rules and Regulations			
All Rules and Regulations	\$ 100	\$ 200	
Specific Violations as Follows:			
Pets – Loose – Failure to Clean Up After	100	200	Per incident per animal
Damage to/Unauthorized Use of Community Lands or Community Facilities	500	1,000	Plus, cost of remediation
Failure to Comply with Construction Regs	200 to 500	400 to 1,000	Fine is ‘up to’ depending on severity
Failure to Comply with a Stop Work Order	1,000	2,000	
Failure to Comply with Harbor/Private Dock Regs	200	300	

* dbh is defined as ‘diameter at breast height’ and is measured at 5’ above ground level.

** SSA. A definition for SSA (Shorelines and Sensitive Areas) is provided in the Lot Committee Guidelines.

Unauthorized cutting in an SSA may result in the need to pay mitigation fees to the Swinomish Tribe in addition to the fines indicated above.

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SEE SHELTER BAY COVENANTS FOR FURTHER INFORMATION