

LAKE LAWRENCE COMMUNITY CLUB (LLCC)

15735 TOPAZ DRIVE SE,

YELM, WA 98597

360-894-0592

**RULES
AND
REGULATIONS**

The Rules and Regulations were last updated
and Approved by the LLCC Board of Trustees July 11, 2020

INTRODUCTION

The Rules and Regulations governing the use of LLCC and its facilities by property owners and their guests were duly considered and officially adopted by the Board of Trustees of the Lake Lawrence Community Club.

These Rules and Regulations were adopted with the following intents:

1. To establish orderly and reasonable procedures for the governing activities and
2. To maintain the integrity of LLCC while restricting individual freedom as little as possible.

It is also intended that these rules and regulations will be followed by members and their guests in a spirit of cooperation and that common sense will prevail in those instances where the interpretation of a rule or regulation does not sufficiently apply to a particular situation. In the final analysis, the application of common sense and courtesy, together with respect for one's neighbor and property, are the primary requisites to ensure that Lake Lawrence Community Club will be a truly enjoyable place to live and visit.

Other pertinent documents include the Declaration of Articles of Incorporation and Protective Covenants and our Bylaws. In the event of conflict between the Articles of Incorporation, Covenants, Bylaws and the Rules and Regulations as stated in this document, the actual Articles of Incorporation, Covenants, and Bylaws shall take precedent and prevail. Copies of all are located on our website at <http://lakelawrenceyel.com/> and are available through the LLCC Operations Manager.

The Covenants & Restrictions run with the land. When there is a change of ownership, the new owner(s) is deemed to have accepted such Covenants & Restrictions and is bound by them to the same extent as the original owner.

REFERENCES:

BYLAWS OF LAKE LAWRENCE COMMUNITY CLUB (As Amended June 18, 1994) Page 8, Section 3 – Article VI – Powers and Duties of Trustee provides that the Trustees are to conduct, manage and control the affairs and business of the corporation and to make such rules and regulations therefor not inconsistent with law, with the Articles of Incorporation or By-Laws, as they may deem best.

BYLAWS OF LAKE LAWRENCE COMMUNITY CLUB (As Amended June 18, 1994) Page 8, Section 1 – President. Article VII – Duties of Officers provides that the president shall be responsible for enforcing the Articles of Incorporation and By-Laws and any rules and regulations established by the Board of Trustees and levying such penalties as he/she deems necessary...

Chapter 64.38 RCW: Homeowners' Association, Section 64.38.020 – Association Powers – subparagraph (11) Impose and collect charges and late payments of assessments and, after notice and an opportunity to be heard by the board of directors (trustees) or by the representative designated by the board of directors (trustees) and in accordance with the procedures as provided in the bylaws or rules and regulations adopted by the board of directors (trustees), levy reasonable fines in accordance with a previously established schedule adopted by the board of directors(trustees) and furnished to the owners for violation of the bylaws, rules, and regulations of the Bylaws of the LLCC, Articles of Incorporation, the Protective Covenants and Rules and Regulations association...

DEFINITIONS:

- **Board of Directors/Trustees.** Board of Directors and Board of Trustees are the same. Some HOA's use the term Board of Directors and some use the term Board of Trustees. LLCC By-Laws use the term Board of Trustees.
- **Architectural Control Board (ACB).** A term used to identify a Trustee or group of Trustee's that work with members to collect, review, and bring members Architectural Control Plans to the larger group of Trustee's for approval/disapproval.
- **Architectural Control Plan (ACP).** A term used to identify a detailed plan that a member develops and brings to the ACB to explain the project that member wants to build on their lot. The ACB/Board of Trustees has 30 days to approve/disapprove a members' plan. If member has not heard from the ACB

and/or Board of Trustees within 30 days of submission of their plan they may proceed with their respective project as if it had been approved by the ACB/Board of Trustees. If, however, the ACB contacts the member and requests additional information the 30 days starts from the date that additional information is provided, not the date the original application was submitted.

- **COVENANTS:** There are six Protective Covenants within the LLCC that are subject to the rules and fines below:

- o Edwards' Lake Lawrence (ELL) Division No. 1. Established in 1962.
- o Lake Lawrence West 1 (LLW 1). Established in 1974.
- o Lake Lawrence West 2 (LLW 2). Established in 1975. The only plat within the LLCC that allows mobile homes with specific restrictions.
- o Lake Lawrence West 3 (LLW 3). Established in. Document is undated.
- o Edwards' Lake Lawrence Division 4 (ELL 4). Established in 1968. The Covenants in this plat are specific to those lots on the Canal.
- o Lake Place & The Large Lot Subdivision. Established in 1992.

A. MEMBERSHIP

1. **General** – Any owner of property within LLCC, is a member of the LLCC. Membership may not be withdrawn from the LLCC while the owner still holds land in LLCC. Members of LLCC and immediate family have the indefeasible right to the nonexclusive use and enjoyment of all facilities within LLCC. Use of facilities within LLCC is a privilege which may be suspended by the Board of Trustees or its representative, for delinquency in payment of assessments or failure to comply with the Articles of Incorporation, the Protective Covenants, the Bylaws of the Association or the reasonable Rules and Regulations established by the Board of Trustees.
2. **Transfer of Membership** – Membership transfers automatically upon conveyance of land. The right to exercise the privileges of membership, such as voting, right to notice from the LLCC and use of common facilities takes place when satisfactory evidence is presented to LLCC office showing a transfer of the land to which membership is appurtenant. When a property transfer occurs, the purchaser is required to fill out and submit a Property Transfer Information Sheet to the LLCC Operations Manager. The title/escrow company is provided this form when they request assessment information from the LLCC Operations Manager. That information sheet shall be filled out and submitted to the Operations Manager with closing documents. Submission of this sheet along with the Transfer Fee entitles the new property owner to two gate cards and registration into our databases for future information. Failure to submit Property Transfer Information Sheet within 30 days of closing on a property within the LLCC incurs the following penalty:
 - a. **Penalty:** Member, member's family and guests can be denied access to community recreational facilities until the information sheet is submitted and the transfer fee paid.
3. **Voting** – Members of the LLCC in good standing shall have one vote for each lot owned in LLCC in conducting the business of the corporation. Shared ownership will have one vote for each lot. Members will not be allowed to vote until proper transfer of ownership has occurred.

- #### B. LLCC Board of Trustees and Committees
- The LLCC is managed and operated on a non-profit basis with the voluntary participation of its members. The Board of Trustees, along with recognized committees, are the active participants.

1. **Board of Trustees** – Not less than three (3) nor more than nine (9) trustees. Four-year terms. Two or three elected or re-elected each year. Two alternates are elected each year for a one-year term.

Function: To conduct, manage and control the affairs and business of the LLCC and to make such rules and regulations therefor not inconsistent with law, with the Bylaws, Articles of Incorporation, Protective Covenants and Rules and Regulations, as they may deem best.

2. **Architectural Control Committee Chairman** – One member of the Board of Trustees will be appointed by the other Trustees to serve in that position at the discretion of the Trustees or until that

Trustee is not re-elected at which time another Chairman will be appointed. The Committee Chairman will sign off on all Architectural Control Plans along with two other Trustees.

Function: To provide control of the general appearance and environment of LLCC by approving all building plans, site plans, landscape plans, color schemes, tree removal and/or other plans pertinent to the land and buildings in LLCC.

3. **Christmas Bazaar Committee** – One Chairman appointed by the Trustees. Term is indefinite. Members may be replaced at the discretion of the Trustees or upon request of the member.

Function: To provide continuity, plan, organize and run the annual Christmas Bazaar on behalf of the Trustees and members. Provide progress updates to the Trustees at monthly meetings in August, September, October and November. Provide a final report to Trustees at the December monthly meeting.

4. **Other Committees** – From time to time may be appointed by the Trustees, as required, for specific functions.

C. Access to LLCC Recreational Property and Guest Regulations

1. **General Regulations Pertaining to Members, Guests and Renters** – Members of LLCC are responsible to adhere to the Rules and Regulations set forth in this document and are responsible for the actions of their guests and renters. Members of LLCC are responsible to assure that renters adhere to the Rules and Regulations set forth in this document. Members are responsible for the action of renters and guests and liable for any fines levied in the event these regulations are violated. Care should be taken that renters and guests comply with these regulations, the Protective Covenants, Articles of Incorporation and Bylaws.
2. **Vehicle Entry Gate** – There is one vehicle entry gate to LLCC recreational property adjacent to the LLCC Lodge. No tailgating under any circumstances. Members are liable for any damage to the gate and/or their personal property.
3. **Pedestrian Entry Gates** – There are two pedestrian entry gates to LLCC recreational property. One is next to the vehicle gate and the other is located along Lawrence Place road. The Lawrence Place road gate is currently secured due to previous unauthorized access.
4. **Gate Entry Key Cards** – Access through the vehicle and adjacent pedestrian entry gates is controlled by entry key cards issued to members in good standing. The LLCC has the right to withhold use of entry key cards to any Lot Owner, purchaser or occupant until assessments, fines, fees, penalties have been paid. Each lot owner is initially issued two key cards upon filling out and submitting the Property Transfer Information Sheet to the Operations Manager along with payment of any outstanding assessments and the Property Transfer Fee. Each lot owner is allowed to purchase additional cards (maximum of 4 additional cards). Any number in excess of that limit must be approved by the Board of Trustees or the Operations Manager of the LLCC.
5. **Guests** – Members of the LLCC are responsible for the arrangements for allowing entrance of guests. Guest vehicle passes can be obtained by contacting the Operations Manager. Members are responsible for manning/opening the gate(s) for guests or providing them a gate card for their temporary use. Members must be present in the park with their guests. Again, members are responsible for their guests and will be held liable for any damage and/or violations of this document caused by guests.
6. **Renters** – Members of LLCC, who are renting, leasing or lending, or otherwise allowing continual access to their property are responsible for all actions of their renters and/or renters guests and are required to notify the LLCC Operations Manager in writing within three (3) days of the beginning of such use, providing names, address and phone numbers of same. Failure to comply in a timely fashion will result in a fine of \$25 per incident which continues for each month until the issue is resolved.

Members who rent their property pay a \$100 per year or partial year fee to cover added costs of dealing with renters and keeping them advised of community activities. This fee will be charged at the time the property is rented and added to your assessment each year.

The LLCC does not have the authority to allow your renter to use the community club facilities. Permission to use facilities, parking passes & Gate Key must come from the owner/member. There is a \$50.00 fee for each tenant gate key. Tenants do not have the privilege of renting the lodge at a reduced member rate, reserving the cabana or inviting guests to use the park facilities. Members who rent their LLCC property can allow renters to have access to community parks. However, the member must contact the LLCC Operations Manager to get special passes for them. If renters want to have their guests in the park they must first contact the member who must then contact the LLCC Operations Manager to obtain passes. The member is responsible for all actions of the renter and renters guests.

Members are responsible for all acts of vandalism of their renters and their renter's children, relatives or guests. The Board of Trustees will assess costs and fines, in cases where these acts can be proven, either through criminal actions taken by local authorities or by actions as provided for in this document. Members are further responsible for the upkeep of the exterior of their dwellings and their lot and adherence to these Rules and Regulations. The Board of Trustees will assess costs and fines against the owner-members in cases of failure to abide by these rules.

D. CAMPING, PICNICKING AND USE OF COMMUNITY RECREATIONAL FACILITIES

1. **General** – All camping must be on individual lots. Camping on community property is prohibited. Horses are not allowed on LLCC community property. Quads, dirt bikes, go-carts, etc. are restricted from the LLCC Upper Lodge parking lot and the park areas. No swimming or parking vessels in boat launch unload/load area or on the inside of docks attached to boat launch. LLCC recreational facilities are open to use daily from 6 a.m. until sunset. Exceptions to this rule will be:
 - a. Community Functions, such as, but not necessarily limited to, July 4th celebration and
 - b. Seasonal boat races with self-contained RV's where the park is rented and
 - c. Large family gatherings and
 - d. Community restrooms, and access thereto, except for normal seasonal closure of selected restrooms.
 - e. Failure to obey posted park/recreational area rules (i.e., No dogs allowed in swim/beach areas).
 - i. Penalty: Member, member's family and guests can be denied access to community recreational facilities for a period not to exceed 30 days for each violation to run consecutively.
 - f. Failure to display LLCC parking permit in window of vehicle(s) inside park/picnic area.
 - i. Penalty: Member, member's family and guests can be denied access to community recreational facilities for a period not to exceed 30 *days* for each violation to run consecutively and could result in vehicle being towed at owner's expense.
2. Group use of Picnic Facilities – Picnic facilities are for the use and enjoyment of all members. Care should be taken not to occupy entire picnic or common areas with large parties.

Reservation of large covered picnic area for Large, formally organized functions, such as company, club, family gatherings or church picnics, require a reservation from the Operations Manager. Without such approval the area is available on a first-come, first served basis. If the covered picnic area is reserved it is the responsibility of the member to ensure the area is cleaned up, all trash is placed in appropriate trash receptacles and, if appropriate, the area is swept, broomed, raked, tables wiped down, etc. A fine or special assessment may be levied on the member or members to cover the costs of any cleanup or added expense.

Other picnic areas cannot be reserved, held or blocked and are available on a first-come, first served basis.

The park at the corner of Lindsay and Pleasant Beach Drive is LLCC Recreational property and is available to all members, their families and guests subject to the same rules as detailed above.

E. ASSESSMENTS

1. **Basic Assessments** – Basic assessments are levied for the continued management and maintenance of the LLCC. They are due 30 days after billing and interest will be charged on past due accounts, until paid at the rate of 1% a month (12% per year). The LLCC shall have the right to withhold access to all LLCC recreational facilities to any lot owner, purchaser or occupant until assessments, fines and penalties have been paid in full.
2. **Special Assessments** – Special Assessments are generally one-time assessments which may be levied for a specific purpose and duration, by the vote of the membership at an annual or special meeting called for that purpose. Unless otherwise specifically stated at the time of acceptance, collection shall be as specified for Assessments above.
3. **Fines** – Fines levied for a violation of Protective Covenants, Bylaws, Rules and Regulations, will become a personal obligation of the lot owner and will include interest (as applicable) if not paid within thirty (30) days and could result in denial of access to recreational facilities.

- F. **INDEMNIFICATION** – The LLCC shall completely release, indemnify, defend, and hold the Board of Trustees and its officers, Trustee appointed agents and employees harmless from every right, claim, demand, action, cause of action, and damage of any kind whatsoever, known or unknown, existing or arising in the future, in connection with, arising out of, resulting from, incident to, on account of, or in any way arising out of performance in representing the LLCC, including but not limited to Attorney’s fees and costs. The provisions of this paragraph shall also apply to such claims arising from injury to or death sustained by any person in any way connected with performance in representing the LLCC.

The above paragraph is subject to the following direct quote from RCW-22-A08.025:

“2) A corporation shall have power to indemnify any person made a party to any proceeding by reason of the fact that he is or was a director against judgements, penalties, fines, settlements and reasonable expenses actually incurred by him in connection with such proceeding, if:

- a) he conducted himself in good faith, and:
 - (1) In the case of conduct in his own official capacity with the corporation he reasonably believed his conduct to be in the corporation’s best interest, or
 - (2) In all other cases, he reasonably believed his conduct to be at least not opposed to the corporation’s best interests, and
- b) In the case of any criminal proceeding he had no reasonable cause to believe his conduct was unlawful.”

G. MISCELLANEOUS REGULATIONS

1. **Fires & Fire Pits** – The LLCC members will follow the Washington Department of Ecology guidelines in regards to the burning of household trash.
 - a. Members are allowed to have a fire pit on their lot, however any damage to neighboring property resulting from the fire getting out of control could result in civil penalties.
 - b. All fires outside of a fire pit require a burn permit, which can be obtained on line. All Washington State burn permit requirements must be adhered to and a copy of the burn permit must be at the members lot at the time of burning.
 - c. Members are individually held responsible by state authorities for any fire that causes damage to private or public property. LLCC may also issue a fine to cover the cost of the damage to LLCC property plus an additional 10%.

- d. No open fires are allowed on LLCC recreational/community property except for burning community property debris by LLCC maintenance/Trustees or other designated persons.
 - e. Only BBQ grills (charcoal or gas) are authorized to be used on LLCC recreational/community property. Several are provided at the picnic areas on a first-come, first served basis.
 - f. A portable gas BBQ is available for members use by reserving it through the Operations Manager with rental of the Lower Lodge or reserving the Cabana. Member is responsible to ensure it is cleaned after use.
2. **Animal Control** – The Thurston County Animal Control Ordinance, Chapter 9.10 referring to Animal Control will be followed within LLCC.

Members have the right to report violations to the County and to the LLCC Operations Manager/Board of Trustees.

Animals should be confined to the member's individual lot on a leash or penned, and not allowed to run outside except on members own property. Confined animals must not be allowed to create a nuisance or disturb neighboring members.

When animals are on community property, they must be kept on a leash and members are responsible to clean up after them. Animals are not allowed on the beaches, in the water in front of beaches, in children's play areas, or on grass areas directly behind the beaches. These areas are posted. There is a designated off leash area for dogs to the east of the Covered Picnic area.

No Thurston County licensed kennels are allowed within LLCC.

Stray animals may be picked up and held for Thurston County Animal Control.

3. **Signs** – No signs of any kind shall be displayed in LLCC, with the exception of the following:
- a. For sale or rent.
 - b. Yard/garage sale.
 - c. Political yard signs.

H. BUILDING, LANDSCAPE AND OTHER RESTRICTIONS

1. **General Regulations** – The Architectural Control Board (ACB) must be contacted before owners do any kind of work on their lot(s). This committee must approve all construction, exterior of building changes (style, etc.), land clearing or tree/brush removal prior to starting such work.

A permit shall be obtained from the ACB. Failure to obtain a permit shall result in a fine of \$300 and an additional \$300 for each month a completed permit is not submitted.

2. **Thurston County Building Requirements** – All Thurston County Building Requirements must be adhered to when building within LLCC. LLCC Trustees have the right to request copies of building permits to add to owner's ACP package.
3. **Lake Lawrence Community Club Building/Landscape Regulations**
- a. **ACB Application Requirements** - The ACB will require the following in order to review an application for approval:
 - a. **Provide stakes**, clearly marking the property corners and string the lot if needed.
 - b. **Provide a site plan**, along with the application, showing proposed placement of buildings, driveways, septic tank, and greenbelt landscaping.
 - c. **Provide Stakes**, clearly marking the building dimensions on the site.
 - d. **Provide adequate drawings** of buildings for review by the ACB, showing the foundation, dimensions, exterior elevations, fireplaces, stairs, overhangs and exterior materials, including roofing as appropriate.

- e. **Provide Information** regarding proposed paint colors being used for exterior walls and trim, and include a color chip and roofing selection.
 - f. **Provide an “as-built” site plan** for the ACB files upon completion of the project, showing the actual placement of building, septic system, electrical and water service, as appropriate.
 - g. **Stop Work Order** – Any member who has started a project with or without an ACB permit/approval, and a Stop Work order has been issued, a \$500 fine will be placed on their account for continuing to work on their project or for the removal of the Stop Work order. An additional \$500 fine will be levied for each month, or portion thereof, that the owner continues to violate the order.
 - h. No ACP will be processed or approved until all unpaid assessments are paid in full.
- b. The following Covenant violations could result in a fine of \$300, which is increased by an additional \$300 for every month the violation is not resolved.

NOTIFICATION PROCEDURES FOR Violation. A two-letter system.

The first letter of violation. Will identify the violation and give the member 30 days from the date of the letter to rectify the matter before incurring any monetary penalties or further legal action.

The second letter of violation. Will again identify the violation that the member continues to ignore and impose a \$300 a month penalty and identify when that penalty will begin (normally the 1st of the next month), again providing time for the member to comply without incurring fine.

- a. No more than one-family residence can be erected on any lot except lots 2, 3, 4, 5 and 9 of the Large Lot Subdivision and lots 3 and 4 of Lake Place Subdivision, which may have up to two single family dwelling units each attached or detached, in single or multiple ownership.
- b. All new construction or major exterior remodeling, plans and exterior decoration shall be in harmony with the general area, and all such plans must be approved by the Architectural Control Board (ACB) **prior to** commencement of construction.
- c. No residence shall be located closer than 15 feet to any property line except with the prior written approval of the adjacent lot owner and the ACB. With adjacent lot owner permission a residence can be built no closer than 5 feet from an adjoining property line. Approval of adjacent lot owner must be submitted with Architectural Control Plan (ACP).
- d. No temporary dwellings of any kind, whether trailer, basement, shack, garage, barn or other outbuilding, shall be built on any lot as a residence, except during the period of construction.
- e. All outbuildings, regardless of size or type must be submitted to the ACB for approval **prior to** commencement of any construction and cannot be located closer than 15 feet to any property line except with prior written approval of the adjacent lot owner and the ACB. The only exception to the 15-foot rule are metal, prefab car/boat/RV cover/portable sheds. These structures still require you to submit an ACP for approval prior to purchase/construction. If you have any doubts as to whether your project requires ACB approval contact the LLCC Operations Manager and/or ACB Chairman prior to purchasing material or starting construction.
- f. No fences, hedges, trees, landscaping (plantings of other shrubs, etc.) or boundary walls shall be planted or constructed more than six feet in height. In areas where, in the opinion of the ACB, such fences, hedges, trees, landscaping or boundary walls would interfere with the view of adjacent lots in said plat they may be limited to a lesser height as specified by the ACB. Plans for all of these shall be submitted to the ACB for approval prior to planting or construction.
- g. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements,

standards and recommendations of Thurston County and the State of Washington. Approval of such system as installed shall be obtained from such authority.

- h. Lot clearing shall be limited to 1/3 (one-third) of the total lot area per year unless the area is immediately revegetated or built upon. Before cutting down trees contact the LLCC Operations Manager and/or ACB Chairman. A ACP is required.
 - i. No mobile homes shall be allowed on any lot within the LLCC except in LLW2 where one mobile home is allowed per lot subject to the specific covenants of that division.
 - j. ELL4 (Canal Lot) only. Operation of small boats shall be permitted on the Community canal but no boat shall be operated, maintained, moved or anchored so as to interfere with the free enjoyment of the canal by owners of other lots or tracts along the canal.
4. **Lake Lawrence Community Club Other Regulations** - The following Covenant violations could result in a fine of \$300, which is increased by an additional \$300 for every month the violation is not resolved.

NOTIFICATION PROCEDURES FOR Violation. A two-letter system.

The first letter of violation. Will identify the violation and give the member 30 days from the date of the letter to rectify the matter before incurring any monetary penalties or further legal action.

The second letter of violation. Will again identify the violation that the member continues to ignore and impose a \$300 a month penalty and identify when that penalty will begin (normally the 1st of the next month), again providing time for the member to comply without incurring fine.

- a. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
 - b. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, except in the Lake Place and Large Lot Subdivision which allows for no greater use than one horse or one head of cattle per each acre of land. No goats, mules, donkeys or pigs shall be maintained at any time upon the land. This is also understood to mean any other poultry, waterfowl and/or wild game. Household pets shall not be allowed to become an annoyance or nuisance to the neighborhood.
 - c. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No debris, old cars, junk trailers, RV's or machinery, or lumber and building materials shall be stored on any lot except that supplies and machinery currently being used in the construction of an approved dwelling may be stored in a neat and workmanlike manner during construction of said dwelling. All building materials and debris shall be cleaned up and removed from the lot within 30 days following the completion of a dwelling.
- I. **SWIMMING BEACH** - Beach Areas – Swimming is “at your own risk”. There are no lifeguards on duty at the lake beaches. Children under the age of 10 must be accompanied by an individual over the age of 14 while in the park. The main swimming areas are marked with ropes and posted. Boats are not to enter or be stored in the roped-off swimming areas. Animals are not allowed in the roped areas, on the beach, in the water or grass areas in front of or behind the beach. These areas are clearly posted.
- J. **BOAT REGULATIONS** - Boat Policy – All boats shall be removed from the docks and shoreline each evening prior to closing.
- K. **MEETINGS**

1. **The Annual Meeting** of the LLCC is on the third Saturday in June at the LLCC Lower Lodge or other venue as designated by the Board of Trustees within reasonable distance from the community.
2. **Board of Trustee Meetings** generally are held the first Saturday of each month at 8:30 a.m. in the LLCC Lower Lodge. At times the date, time and/or location may be changed. Members are encouraged to attend. Meeting dates, time and/or location are announced via email so if interested ensure the Operations Manager has your email address.

L. ENFORCEMENT OF RULES AND REGULATIONS

Reporting of violations is the responsibility of each member of LLCC.

Enforcement of the Rules and Regulations of LLCC is the responsibility of the Trustees or designated personnel.

The LLCC has the right, through the Committee and/or Trustees, to levy fines or impose other sanctions for any violations of Covenants, Bylaws, Policies and/or reasonable Rules and Regulations.

The member receiving the violation/fine/sanction has the right to appeal to the Trustees of the LLCC. The member may exercise this right by:

1. Write a letter to the Trustees requesting relief from fines/suspension.
2. Appear before a regularly scheduled (monthly) meeting of the Trustees and present your appeal verbally and/or in writing.

The LLCC has the right to prosecute a civil action against any person or persons in violation or attempted violation to recover damages therefore, including reasonable attorney fees and court costs.

The purpose of the enforcement procedure is not to interfere with or oppress any member’s activity, but to preserve order and maintain conditions which are pleasant and enjoyable for all members.

The Washington State Patrol, Thurston County Sheriff’s Department, Department of Wildlife and Fisheries and other governmental authorities have authorization to enter LLCC housing/common areas to make arrests for criminal trespass, disorderly conduct, and infractions which constitute legal misdemeanors or felonies. Members, guests and renters are not immune from law enforcement authorities, and any member witnessing an infraction may report or file complaints with such authorities under appropriate circumstances.

Finally, in the spirit of friendly cooperation, and without vindictiveness, members are urged to politely bring to the attention of any other member, guest or renter when a violation is being committed. If the violation persists, it should be reported to the LLCC for appropriate action.

M. SCHEDULE OF FINES: See exhibit No. 1

SCHEDULE OF FINES – EXHIBIT NO. 1

Care of Your Lot:

Unightly lot/debris including furniture, appliances, vehicles, equipment, etc. for each month violation is not resolved.....\$300

Community Property:

Parking:

Community Off Limits/Posted areas.....subject to tow-away at owner’s expense

Owners Who Rent Their Homes:

Renters not registered at office in a timely fashion - \$25 per month not registered.....\$25
Annual fee for staff work due to Rental.....\$100

Construction/Landscaping/Tree Removal:

Done without ACB Permit, each month permit is not obtained.....\$300

Non-compliance with/without ACB permit, subject to value needed to Restore property to condition prior to act of non-compliance.....

Stop Work order ignored and each month stop work order ignored.....\$500

Warning notices and Notices of Fine Letters

- Warning Notices allow at least 15 days from the date of mailing notice for the member to correct the problem.
- Notice of fine will allow for member to appeal in writing to the office within 15 days of mailing notice, giving full details of their reason for appeal. If appeal is received in a timely fashion the fine will be suspended pending review by the Board of Trustees.
- Failure to appeal in a timely fashion results in fine being charged against member’s property account. The fine must be paid in 30 days or interest charges apply.
- The cost of any damage done to LLCC property and/or private property, or any cost of the removal, will be added to the fine.
- Repeated violations will be assessed the stated fine multiplied by the number of months the violation continues.

N. FEES. The LLCC has a variety of assessments and fees that are charged to members in order to maintain community properties and recreational facilities. The LLCC also charges fees to non-members that wish to rent our upper lodge. Contact operations manager for current non-member fees. These fees help sustain our operations and greatly reduce annual membership fees/assessments. Because assessments and fees can change frequently attachment 6 to this document lists those member assessments and fees and will be updated as changes occur.

6 Attachments:

- 1 – ACP Application (2 pages)
- 2 – Property Transfer Information Sheet (1 page)
- 3 – Sample First Letter Violation with Fine (1 page)
- 4 – Sample First Letter Violation with Suspension of Benefits (1 Page)
- 5 – Sample Second Letter Violation with Fine (1 Page)
- 6 – Assessment & Fee Schedule (1 Page)

LLCC BOARD OF TRUSTEE SIGNATURES/DATE BELOW:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

1st Attachment – ACP Application Page 1 of 2 Pages

Lake Lawrence Community Club

15735 Topaz Drive SE

Yelm, WA 98597

360.894.0592

Architectural Control Board Chairman:

Date: _____

In accordance with LLCC governing documents all residence, other permanent or temporary structures built on any lot, any fence, hedge, boundary walls, tree plantings and/or tree removal must first be approved by the Architectural Control Board **prior to** the commencement of any planned work.

Please fill out this form, submit one set of blueprints or drawings, and attach a plot plan showing all existing structures, then add the structure/project you are planning to build with detailed dimensions and include the distance from the property lines to this structure. If you are planning to remove trees identify which trees on your lot you wish to remove and how many trees you currently have on your property.

Owner(s): _____

Address: _____

Division: _____ Lot# _____

Expected Start Date: _____ Expected Completion Date: _____

My/Our plans for my/our property are as follows (attach additional drawings/plans as required):

Signed: _____

Date: _____ Telephone#/Cell#/Email Address: _____

If clearing, excavation or construction is undertaken without the submission and approval of details, plans and specifications the owner(s) shall be subject to fines/legal action irrespective of the time of completion of project IAW LLCC Governing Documents.

Approved Disapproved

Reason for disapproval: _____

Signatures of ACB _____

1st Attachment – ACP Application Page 2 of 2 Pages

Members Name(s): _____

General Information

Any changes, additions, modifications to your plan made after original submission and approval must be resubmitted for approval by the Architectural Control Board (ACB). Owner is responsible to ensure property lines are known or a survey performed. The member is responsible for the accurate location of property corners. Structures/house corners must be staked on the lot prior to ACB inspection that occurs prior to approval.

Lot preparation and all construction must be in accordance with Thurston County and Washington State Codes and LLCC governing documents. Encroachment on neighboring lots or community property is not allowed. For example; any structure built closer than 15 feet from property line requires neighbors' approval (in writing) and no encroachment closer than 5 feet is allowed except for some metal prefab car/boat/RV covers and small sheds. See main doc for details.

Members are responsible for the conduct and actions of their vendors, subcontractors and guests. Failure to comply with Covenants, Rules or the terms under which this permit is granted may result in a violation/fine/legal action.

I hereby acknowledge that I have read and understand the LLCC governing documents and agree to comply with those applicable to this project. Further, I hereby give my permission for a representative of the HOA Board of Trustees and/or the ACB to enter my property for the purpose of inspecting the site where the project will be built, monitoring the progress of the project and/or determining compliance with the LLCC governing documents. I understand this could include taking photographs to document the project.

Signature: _____ Date: _____

By approving this permit the LLCC makes no representations regarding the validity of boundary lines as they may relate to neighboring lots and to abutting community property. Applicant is advised that they should seek assistance of a survey and/or legal counsel to determine the accuracy of their boundaries before beginning any work that may affect bordering properties. Furthermore, approval by the ACB does not release members from an obligation to properly secure all applicable and necessary governmental permits associated with the proposed improvements.

I affirm that I have accurately ascertained the boundary of my lot, and that upon approval by the ACB, I will make permitted improvements and/or erect the structure(s) accordingly. I further affirm that, in the event that it is later determined (by survey) that my designation is incorrect, any use will be treated as permissive based upon my error, which, therefore, would constitute a waiver of any claim(s) of adverse possession of abutting properties.

Signature: _____ Date: _____

The ACB are volunteers and their time is valuable to the membership, although they try to complete each request in a timely manner failure to have all the necessary information complete may result in delays in processing your application. Be advised our By-Laws allow for 30 days to process your application from the time a completed application is received. **If you submit your application and additional information is required your 30 days start when that additional information is provided.**

A member of the ACB will inspect your lot/project and review your paperwork.

REMEMBER – ALL ASSESSMENTS MUST BE CURRENT OUR YOUR APPLICATION WILL NOT BE APPROVED

2ND Attachment – New Home Owner Information Sheet Page 1 of 1 Page

**LAKE LAWRENCE COMMUNITY CLUB
PROPERTY TRANSFER INFORMATION SHEET**

(Required to be filed with the LLCC within 30 days of closing)

LOT# ____ (This is your lot number. All billing statements and notifications will use this Lot# as a reference)

New Owners Names: _____

Email Address(s): _____

Cell Phone(s): _____

Home Phone: _____

Will you be living at this residence: YES NO

If NO: Provide your Mailing Address and name of your property management company (If applicable):

Mailing Address: _____

Property Management Company/Address/Contact Information (if applicable):

Company Name: _____

Address: _____

Phone Number(s): _____

Email Address(s): _____

Would you be willing to volunteer at community work projects? YES NO

Would you be willing to volunteer as a member of the LLCC Board of Trustees? YES NO

LLCC Governing Documents can be found and downloaded from our website at <http://lakelawrenceyelm.com/>

If you have any questions please contact:

LLCC Operations Manager, 15735 Topaz Drive SE, Yelm, WA 98597 Phone: 360.894.0592

Printed Names & Signature of Owners

Date Signed

3rd Attachment – Sample First Violation Letter with Fine Page 1 of 1 Page

Lake Lawrence Community Club

15735 Topaz Drive SE

Yelm, WA 98597

360.894.0592

Date

RE: Violation

Name of Lot Owners

Address

City, State, Zip

Lot#

Dear Names of Lot Owners,

I am writing this letter to inform you that you have _____ INPUT WHAT THE VIOLATION IS _____.

This is in direct violation of the LLCC governing documents.

You can go to the LLCC Website at <http://lakelawrenceyelm.com/> where you can review the governing documents. You have 30 days from the date of this letter to rectify this matter before incurring possible monetary fines and/or legal action.

Thank you for your cooperation in this matter.

Respectfully,

Name of Operations Manager

Operations Manager, LLCC

4th Attachment – Sample First Violation Letter with Suspension of Benefits Page 1 of 1 Page

Lake Lawrence Community Club

15735 Topaz Drive SE

Yelm, WA 98597

360.894.0592

Date

RE: Violation

Name of Lot Owner(s)

Address

City, State, Zip

Lot#

Dear Names of Lot Owner(s),

I am writing this letter to inform you that you have _____ INPUT WHAT THE VIOLATION IS _____.

This is in direct violation of LLCC governing documents.

You can go to the LLCC Website at <http://lakelawrenceyelm.com/> where you can review the governing documents. A _____ (insert number of days for suspension) day suspension of access to all LLCC recreational areas is imposed from the date of this letter *or your access to all LLCC recreational areas is suspended until all assessments (dues) are paid in full*. Should you violate this suspension additional action can be taken.

Thank you for your cooperation in this matter.

Respectfully,

Name of Operations Manager

Operations Manager, LLCC

5th Attachment – Sample Second Violation Letter with Fine

Lake Lawrence Community Club

15735 Topaz Drive SE

Yelm, WA 98597

360.894.0592

Date

RE: Violation – 2nd Notice

Name of Lot Owners

Address

City, State, Zip

Lot#

Dear Names of Lot Owners,

I am writing this letter as a follow up to our letter dated _____ and your continued violation of LLCC governing documents. It has been brought to the Trustee's attention that you are in direct violation of these documents. These rules have been enforced equally and uniformly since the LLCC was incorporated in 1974. These governing documents are to protect you as well as others in our community.

The Trustees have given you plenty of time to rectify this situation and you have not come into compliance. As a consequence, you have left the Trustee's with no choice but to assess a fine of \$300 a month until such time as you rectify this violation. This fine will begin accruing on _____. This authority is in accordance with our governing documents which can be viewed at the LLCC website at <http://lakelawrenceyelm.com/>.

We hope this matter can be resolved without you incurring further fines, legal fees and/or court costs to you or the LLCC.

Thank you for your cooperation in this matter.

Respectfully,

Name of Operations Manager

Operations Manager, LLCC

6th Attachment-Assessment & fee Schedule- As Amended 4 March 2024 (Assessments \$ fees are subject to change)

Item	Assessment or Fee	Date Due
Annual Dues	\$213.00 A Year	1 June
Property Transfer Fee	\$300.00	Within 30 days of closing
Extra Gate Card(s)- Members	\$25.00	Upon receipt of gate card
Gate Card(s)- Renters	\$50.00	Upon receipt of gate card
Rental House	\$1400 per month	First or 15 th of each month
Member Rental of Upper Lodge	\$1750.00	3-day rental. Rent/ Cleaning fee
	\$50.00	Parking Attendant
	\$1000.00	Refundable Deposit
Member Rental of Upper Lodge	\$1050.00	1-day rental. Rent/Cleaning fee
	\$50.00	Parking Attendant
	\$1000.00	Refundable Deposit
Member Rental of Lower Lodge	\$75.00	Rent
	\$25.00	Cleaning Fee
B&W Copying Documents	\$0.30- 1 st page & \$0.15 per page after	Upon Receipt of documents

***Member = Owner, Owner's parents, children and grand children**

