



LCC DELINQUENT FINE AND ENFORCEMENT POLICY

As Amended June 2021 (V. 4.6)

As empowered by the Revised Code of Washington (RCW) 64.38.020 under the heading of “Association Powers”, and by Lakemoor Community Club’s (LCC) (henceforth called the “Association”) governing documents (Modified Protective Covenants, Bylaws, Rules and Regulations, and Collections Policy), the Association may carry out the following assessments fine and enforcement policy:

A: Delinquent Assessments

1. LCC homeowners (henceforth called “Members”) delinquent with association assessments of two quarterly payments (six months) or more may be subject to legal action and loss of community privileges.
2. In addition to payment of delinquent assessments, Members in delinquency shall be responsible for any processing fees, penalties, interest, and legal costs incurred by the Association.

B: General Violations

1. Any violation by a member, animals, guests, tenants, invitees or other occupants of a lot shall be treated as a violation by the member and any fine or common expense resulting from that violation shall be assessed against the lot.
2. A violation not corrected within two weeks of a violation notice shall be subject to a fine. Any fine notice shall set forth the right for a member to request a hearing with the board or the Association’s management company.
3. All violations of covenants and accompanying rules and regulations, with the exception of architectural and unreported tree removal violations, shall be assessed an initial fine of \$50 per occurrence plus processing fees levied by the Association’s management company.
4. A second notice for an uncorrected violation will be subject to a penalty of \$75 plus processing fees.
5. A third fine for the same violation will be \$100 plus processing fees.
6. Subsequent fines will be assessed at \$100 per month plus processing fees until the violation is corrected, or until further action is undertaken by the Association. The same type of violation occurring within a 12-month period shall be deemed an ongoing violation subject to the next fine amount set forth in this policy.
7. Non-compliant recreational vehicle and watercraft violations may be assessed up to \$200 per month.

V. 4.6 (June 2021)

8. Each auto, recreational vehicle and watercraft violation - if not corrected - will receive a violation notice or fine per vehicle in violation.
9. A member's failure to resolve a violation within a reasonable time set forth in any notice shall be deemed an ongoing violation subject to the next fine amount set forth in this policy. When reasonable, the Association will make efforts to re-inspect the property before levying an additional violation. The Association shall further have the discretion to levy additional violations without re-inspecting any longstanding, unresolved violations.
10. Members who have received four or more notices and/or fines for the same offense are subject to legal action. Violators will be responsible for any processing fees, penalties, interest and legal costs incurred by the Association. Legal action may also be commenced if fewer than four fines have been levied but other amounts assessed against a member's account remains unpaid.
11. If a fine is not paid with the next regular monthly assessment after the fine is assessed, it will be treated as a delinquent assessment and will be subject to all of the collection remedies detailed in the Association's governing documents.

C: Architectural Violations

1. Tree removals in excess of 35% of the total property trees in one calendar year that has not received ACC approval will be subject to fines up to \$500 per incident
2. Architectural structure violations shall result in an initial fine of up to \$500.
3. Architectural structure violations not resolved after 30 days shall be subject to a second additional fine of up to \$500.
4. Architectural structure violations not resolved within 60 days, or after two fines, will be subject to legal action.
5. Violators will be responsible for any processing fees, penalties, interest, and legal costs incurred by the Association.
6. Any property in violation of LCC Protective Covenant Article III: Section A (whereas "no building shall be altered, erected, placed or permitted to remain on any lot other than one detached single-family dwelling, nor exceeding two stories in height"); or Section B (whereas "no accessory structure may be used as living space") will be subject to immediate legal action.

D: Appeal Process

1. An appeal may be filed with the Association through its management company should a member disagree with a violation notice or fine. Members may also seek a hearing with the Association board of directors as part of the appeal process.

V. 4.6 (June 2021)