

November 16<sup>th</sup>, 2020

**FAWN LAKE MAINTENANCE COMMISSION  
Shelton, Washington**

**BY-LAWS**

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## BY-LAWS

### FAWN LAKE MAINTENANCE COMMISSION

(As amended at Fawn Lake, Mason County, WA on September 21, 2015)

**All italicized portions of the By-Laws are extracts from the Articles of Incorporation.**

#### CHAPTER 1

##### NAME

The name of this corporation is and shall be "**FAWN LAKE MAINTENANCE COMMISSION**" and for convenience shall be referred to hereinafter as the "Commission". The address is S.E. 471 Crescent Drive, Shelton, Washington, 98584.

#### CHAPTER 2

##### OBJECTS AND PURPOSES

**Section 1.** The Commission shall be conducted as a non-profit body for the objects and purposes set forth in the **ARTICLES OF INCORPORATION**, recorded with the Secretary of State, State of Washington; File No. 180001, June 14, 1966, pertaining to the real property commonly known as **FAWN LAKE**, situated in Section 4 and 5, Township 19 North, Range 3 West, W.M.

**Section 2.** The Commission shall have the power to levy and collect assessments against its members for the objects and purposes set forth in the **ARTICLES OF INCORPORATION**, in that, *".....to make said property a better place to live and enjoy life, and to establish, operate and maintain a non-profit social, recreational and athletic club for the benefit of the members and their families...."*. Such action may include filing liens against a member's property at Fawn Lake and foreclosure as provided by law.

**Section 3.** These By-Laws may be altered, modified, enlarged, or diminished by the affirmative vote of two-thirds (2/3) of the members in good standing who are present at a meeting duly called for such purpose, provided a quorum of the membership is present, and further provided that prior notice of such meeting shall have been issued as prescribed in Chapter 5 of these By-Laws.

## CHAPTER 3

### MEMBERSHIP

**Section 1.** Membership in the Commission shall be limited to the record owner(s) of not less than one (1) lot in the Community of Fawn Lake. Membership shall correspond with the lot(s) owned. Upon transfer of ownership, Membership in the Commission shall be automatically established in the name of the new owner or heir. See Chapter 8, Charges and Assessments, for the change of ownership administrative fee.

**Section 2.** A purchaser under a contract of purchase shall be deemed to be an owner for membership purposes. If any lot(s) are held in joint ownership, the several owners of such interest shall constitute a single owner.

**Section 3.** Membership in the Commission is in relation to the ownership of land at Fawn Lake, therefore members offering their lot(s) for sale or transfer are urged to inform prospective owners of the current assessments, By-Laws, and obligations inherent with ownership; and to advise the Fawn Lake Office and the Commission of the new owner's name and address.

**Section 4.** Members of the Fawn Lake Maintenance Commission are requested to keep the Fawn Lake Office informed of change of mailing address. Notices sent to the last mailing address provided by the member shall be deemed received by the member. Violation of this section constitutes a Class II violation as covered in Chapter 13.

**Section 5.** Membership shall entitle the holder(s) thereof to all privileges at Fawn Lake including the use of road, the lake, and other common facilities, as well as the privilege to vote and to have access to Fawn Lake's water supply. In the event a member fails to fulfill its monetary obligations to Fawn Lake, whether it be dues, special assessments, fines or other charges, and a lien for such charges if placed upon the member(s) lot(s), at such time as the lien is recorded with the Office of the Mason County Auditor, the member privileges shall be automatically suspended until such time as the lien is satisfied. The Board may provisionally reinstate the member's privileges during the time an unsatisfied lien is on file if the member has made arrangements for payment satisfactory to the Board and payments thereon are timely made. Any such suspension of privileges does not in any way effect affect the obligations of the member as otherwise provided for.

## CHAPTER 4

### MEMBERSHIP CARDS

**Section 1.** Membership certificates or cards shall be in such format as the Board of Trustees shall designate.

**Section 2.** A membership certificate or card shall be issued over the signature of the President, Secretary or General Administrator to members who are not delinquent in payment of charges and assessments. See Chapter 8, Section 3(B) for installment payments.

**Section 3.** The Office Personnel or Bookkeeper shall maintain a current log of all members, listing the name of the principal member and account number of the membership card. The current year cards will be recognized by the distinctive color that is different from the prior year. Each membership in good standing is entitled to one vote on each item brought to a vote at meetings of the Members of the Commission.



**CHAPTER 5**  
**MEETINGS OF MEMBERS OF THE COMMISSION**

**Section 1.** There shall be semi-annual meetings of the Members of the Commission to be held the last Saturday in April and the first Saturday in October, and at such place in Mason County, Washington as determined by the Board of Trustees. The Secretary shall mail or deliver to each member, written notice of the time and place of such meeting at least three (3) weeks prior to the appointed time. Notice mailed to the last address given to the Fawn Lake Office by the lot(s) owner shall be sufficient. If for any reason the meeting cannot be held on the scheduled date, a new date will be established, and the membership again provided three (3) weeks' notice.

**Section 2.** Special meetings of the members may be called at any time by the President; by a majority of the Board of Trustees; or by not less than twenty five percent (25%) of the members of the Commission. The special meeting shall be held at a convenient place in Mason County, Washington. Upon receipt of a request in writing setting forth the purpose of such meeting (signed by the President; a majority of the Board of Trustees; or by twenty five percent (25%) of the members of the Commission), the Secretary shall fix the time and place. The time shall not be less than ten (10) days nor more than thirty (30) days after receipt of such request. The Secretary shall issue written notice of the meeting to convey time and place (along with purpose) to be given to each member by personal delivery or by mail to the last known address on record with the Secretary. Mailing will be accomplished at least ten (10) days prior to the date fixed for the special meeting. If the Secretary shall neglect or refuse to issue such call, the President, Trustees or Members making the request, may do so.

**Section 3. The presence in person, by proxy or absentee ballot of fifteen percent (15%) of all members in good standing shall constitute a quorum for the transaction of business at any meeting of the members.** Each membership in good standing shall be entitled to one (1) vote on each item brought to a vote. A vote by Absentee ballot shall be accepted for the election of Trustees and for any other item(s) of business as may be proposed on ballot forms issued along with the notice of the meeting. Provided a quorum is present, a majority of the members voting at a meeting shall decide any issue brought to a vote from the floor except as otherwise specified in these By-Laws. Each person voting at a meeting must possess a current membership card or valid proxy.

## CHAPTER 6

### TRUSTEES

**Section 1.** Business of the Commission *shall be managed by* an unsalaried Board of not less than three (3) nor more than eleven (11) Trustees who shall be elected from the membership except for midterm vacancies. See Section 6 of this Chapter. Trustees shall serve for a period of three (3) years or until their successors are elected and take office. To provide for continuity on the Board, the term of office for at least three (3) of the Trustees will overlap by one (1) year the terms of the remaining number of trustees. Trustees shall normally take office during the regular meeting of the Board of Trustees in June following their election.

A. At no time will the Board of Trustees and offices of the President and Vice-President include more than one (1) individual from a membership as defined in Chapter 3.

B. To reduce the chance of conflict of interest of any paid employee shall be asked to agree as a condition of employment that, if they become/are property owners at Fawn Lake, they will not seek to hold office on the Board of Trustees. However, if in the opinion of the Board, the paid employee's position is one, which could not affect policy, programs, fiscal decisions or management of the Commission, the employee may volunteer to hold a position on the Board. The Board must ensure that situations and the perceptions of a conflict of interest do not materialize and that if an actual conflict of interest develops, the employee must reclude himself or herself from that particular session.

**Section 2.** The Nominations and Election Trustee may appoint an Election Committee in November for the purpose of seeking nominations to fill vacancies on the Board of Trustees and Hearings & Ethics Committee in June following their election. Voting ballots to fill positions will be mailed out to members only if there are more nominations than available positions.

A. The partial slate of nominees will be announced at the April meeting of the membership along with a verbal request for additional nominations from the floor.

B. A final ballot of nominees for positions will be mailed to the members within fourteen (14) working days after the April General Membership meeting, along with a newsletter requesting completed ballots be returned to the Secretary and postmarked no later than fourteen (14) days after the mailing of the ballots to the membership.

C. The Election Committee will count ballots in sufficient time to notify newly elected nominees prior to the regular Meeting of the Board of Trustees in June.

**Section 3.** The Board of Trustees shall have the general management and control of the business and affairs of the Commission and shall exercise any and all of the powers that may be performed by the Commission under the Law, the Articles of Incorporation and these By-Laws. The Board of Trustees may make and enforce such rules and regulations as it deems necessary, conducive, incidental or advisable to accomplish or promote the objects and purposes of the Commission and the use of its property, assets and facilities.

**Section 4.** Monthly meetings of the Board of Trustees shall be held in Mason County, Washington at such time and place as determined by a majority of the Board. The Secretary shall notify absent Officers and Trustees of the date set for the next meeting.

A. Notice of time and place of the regular monthly meetings shall be posted on the bulletin board at the entrance to Fawn Lake. Interested Members of the Commission are urged to attend. Such members desiring to present an item to the Trustees are requested to submit the item in writing to the Secretary, two (2) weeks in advance of the Meeting.

B. Special or Emergency Meetings of the Board may be called by the President by giving all parties involved at least a twenty-four (24) hour notice by phone. Minutes of such Special Meetings shall be incorporated into the Minutes of the next regular Meeting.

**Section 5.** A majority of the Trustees shall constitute a quorum. A majority of the Trustees present at a Meeting shall decide any issue (provided a quorum is present) except as otherwise provided by Law, the Articles of Incorporation and these By-Laws. In the event a quorum is not present, the voting process will be deferred until a quorum is assured.

**Section 6.** The Nominations and Elections Trustee shall recommend individuals for all midterm vacancies on the Board of Trustees, subject to the approval by an affirmative vote of two-thirds (2/3) of the remaining Trustees, from the last slate of candidates or from the membership at large. Appointed Trustees shall hold the office until the next General Meeting in April. The position will then be opened for election to fill the unexpired term of the original Trustee.

**Section 7.** Any Trustee missing three (3) scheduled Meetings of the Board in a twelve (12) month period, without being excused by the Board, may be removed from the Board.

**Section 8.** A Trustee charged with wrongdoing or gross negligence will be provided thirty (30) days to answer to the charges. In the absence of a favorable response, unless he elects to resign, he may be removed from Office by a two-thirds (2/3) affirmative vote of the members attending the Annual Meeting. The intent for such a vote shall be stated in the Notice of the Annual Meeting mailed to the members.

## CHAPTER 7

### APPOINTIVE OFFICERS AND DUTIES

**Section 1.** The Officers of the Commission shall be the President, Vice-President and Secretary. The offices of the President and Vice President shall be elected from the seated Board of Trustees. The office of Secretary shall not be an elected Trustee. The officers shall be elected for a period of one (1) year, each November, renewable.

A. Year to year continuity of the Officer incumbents is of paramount importance to the Commission at large, therefore qualified and experienced candidates are a major consideration in making appointments.

B. The President and Vice-President shall serve without salary.

C. The Secretary shall serve without salary except that monetary compensation, as determined by the Board of Trustees, may be awarded the Secretary commensurate with the workload and reviewed on or before December 1 of each year. Such Compensation shall take into account the sundry duties of the Secretary as set forth in Section 2(C) of this Chapter.

D. Bookkeeping, accounting and related office requirements of the Commission may be performed by an employee or under contract by a professional office service. **IAW the Revised Code of Washington (RCW) 64.38.045 Concerning Quasi Communities, Quasi Communities must have the books audited by an independent CPA, or CIA on a yearly basis. The Commission may vote at any meeting by the affirmative vote of where 67% (2/3) of the members in good standing, provided a quorum (15%) of the membership is present or by proxy, not to have an audit done on a yearly basis.**

**Section 2.** Duties and responsibilities of the appointed Officers:

A. The President shall be the executive head of the Commission and shall preside at all meetings of the Board of Trustees and meetings of the membership at large; he shall compile the agenda for such meetings. The President shall provide for overall management of the Commission's operations, and to this end will appoint Trustees and/or members of the Commission to serve on Committees. Other than the Standing Committees listed in these By-Laws, he shall establish with the approval of the Trustees, other special committees as may be required. The President, or the Vice-President, shall sign all contracts, deeds, bonds and other obligations of the Commission and all other instruments. Letters should be approved by the President or Vice President or the Trustee issuing the letter. The President shall have a vote only in the event there is a tie vote among the Trustees constituting a

quorum.

B. The Vice-President shall preside in the absence of the President or in the event of the President's inability to act. Duties and responsibilities at such time are as assigned to the office of President.

C. The Secretary shall record the proceedings (minutes) at all meetings of the members and of the Board of Trustees and shall determine if a quorum is present at such meetings. The Secretary shall serve notice of all meetings of members and of Trustees as set forth in these By-Laws and shall type from final drafts such letters and newsletters as may be prepared by the President and Trustees. If at any meeting the Secretary shall be absent or unable to perform these duties, the President is authorized to appoint a Secretary Pro Tem.

**Section 3.** Officers and/or Trustees empowered to co-sign checks or handle funds of the Commission shall be bonded for not less than Twenty-Thousand Dollars (\$20,000.00). Any professional bookkeeping service or on-site bookkeeper that serves the Commission under contract or salary must be covered by sufficient bond of not less than Twenty-Thousand Dollars (\$20,000.00).

## CHAPTER 8

### CHARGES AND ASSESSMENTS

**Section 1.** For the purpose of securing funds to meet the capital outlays, operating expenses and other expenditures required to accomplish the objectives and purposes expressed in Article II of the Articles of Incorporation and these By-Laws, the Board of Trustees shall be authorized to determine and levy from time to time, charges and assessments against each and every lot other than those owned in common by the Commission. Such charges and assessments shall encompass interest on delinquent accounts and the costs of collecting the same, including legal fees incurred.

**Section 2.** The authority to levy charges and assessments against lots and to impose liens thereon has been granted to the Commission by the owners thereof in conformance with certain declaration of charges, assessments and liens as recorded in the Office of the County Auditor of Mason County, Washington, for the various divisions of the Fawn Lake Development.

A. Each and every owner(s) of a lot(s) shall, by the acceptance of a deed or an interest as a contract purchaser for such property, by signing a contract or agreement to purchase the property, bind his/her heirs, personal representatives and assigns to pay all such charges and assessments levied upon such lot(s), including all applicable interest, collection cost or any other charges authorized in these By-Laws. For this purpose, and for all other purposes under these By-Laws, a purchaser at a tax sale shall be deemed to be a successor. A lot shall mean each lot as configured in the original plat thereof. Any effort to combine or subdivide lots or to limit the obligation on any lot to assessments shall not bind Fawn Lake and violates the intent of the original covenant.

B. The obligation to pay past due charges, assessments and related costs, shall become a lien on the lot involved, and thereby constitutes an obligation running with the land until paid in full, or otherwise resolved to the satisfaction of the Commission. While the obligation herein shall become a lien, which runs with the land, said obligation for all authorized charges and assessments, including costs and attorney's fees, shall also be the personal obligation of the owner(s) incurring same.

C. Charges and assessments set by the Commission, for general operations and maintenance, shall be determined and levied in equal proportions against each and every lot, *or in accordance with services rendered directly to each such residential lot, hereby made subject to such charges and assessments*; other than those owned by the Commission.

D. The time and manner of paying charges and assessments shall be specified by resolution of the Board of Trustees. The President of the

Commission shall cause to be mailed or delivered to the owner(s) an itemized statement of costs prior to the date such charges and assessments shall become due and payable. Notice mailed to the last address of record with the Fawn Lake Office shall be deemed sufficient.

E. Payment is the obligation of the property owner of record; it is therefore important that the Fawn Lake Office be notified as soon as possible following a change in ownership.

F. A one-time Administrative Membership Fee of 20% of the annual dues will be charged to all new property owners in Fawn Lake to cover costs for record keeping. This fee will also apply to owners of rental property whenever new tenants occupy their property.

G. Effective June 1, 2012, all owners will be required to notify the office within 15 business days of when new renters take up residency or when they vacate. Failure to do so will result in a Class III violation. NOTE: You will receive written confirmation of the change and, if you do not receive that confirmation, contact the office immediately.

**Section 3.** Annual charges, assessments and special assessments for operations and maintenance.

A. Annual assessments will be charged equally for all lots as set by the Board of Trustees, except those owned by the Commission. Assessments will be based on the approved operating budget for the new year. Annual budgets shall be increased by the local cost of living index each year or as voted by the Board of Trustees.

The Board of Trustees may levy special assessments for specific purposes for a definite period of time. Such assessments shall be limited to not more than one in a given year, be limited to not more than two hundred and fifty dollars (\$250.00), and only when it is deemed necessary.

1. The approved Operating Budget is to be completed on or before December 1st.

2. Statements of routine annual charges for operations and maintenance shall be mailed to the membership no later than January 5th. In addition, the statement will itemize all other charges past due, for example: prior years routine charges; special assessments; accrued interest and lien filing costs; etc. Follow through billing will continue monthly on delinquent accounts until they are resolved.

3. Assessments and dues, which come due on January 1st, will be considered delinquent on April 2nd of the new year. A charge of one and



one-half percent (1 1/2%), per month (compounded monthly), with a minimum amount of \$10 per month will be charged on all outstanding charges, whether they be dues, assessments, fines, reimbursement for damages, costs, attorney's fees, or any other monies due the Commission. In addition, thereto, if any charges are delinquent, requiring the Commission to prepare additional statements to be mailed to the delinquent party or, (parties), an additional late fee of \$25.00 may be charged to reimburse the Commission for its expenses associated with the delinquency. These charges are in addition to any other charges previously assessed, including cost and attorney's fees. The Board reserves, at its sole discretion, the right to waive interest and charges when circumstances pertinent to the individual member so justifies.

4. Lots will become lien able on April 2nd for all unpaid dues and assessments. Any account remaining delinquent will be the subject of lien filing actions unless provision has been made with the Board of Trustees for partial payments, or other means of satisfaction. Foreclosing procedures may commence four months after the duly filed liens. The Board of Trustees will consider written requests for payment by installments prior to the new year. Once foreclosure proceedings are authorized as per the above, all additional amounts past due may be liened and foreclosed upon regardless of the above time requirements. The filing of a lien shall be considered a defining of the pre-existing encumbrance and shall relate back to the creation of that encumbrance, that being the date of recording of the covenants. The lien of Fawn Lake for payment of all assessments as defined herein is prior to any other lien, mortgage, deed of trust, or any other encumbrance, regardless of the filing date of notice of the same. Nonpayment of association assessments may result in foreclosure of the association lien and homestead protection under RCW Chapter 6.13 et. seq. will not apply.

5. In any action to enforce any provision of this Chapter, these By-Laws, or the Declaration of Charges, Assessments & Liens, if the Commission prevails in that action, the owner(s)/member(s) shall be responsible to pay all the Commission's cost, expenses, and attorney's fees associated therewith. As per Section 1 above, all costs and legal fees associated with collection of any past-due accounts shall be chargeable against such lot(s). These charges shall be levied regardless of whether liens are filed. The Board may from time to time establish certain set charges for certain proceedings or actions which may be undertaken so long as such set charges are reasonably related to the actual cost of incurring same. In addition to the above charge, normal fees shall be assessed for preparation and recording of each lien and fees for each satisfaction thereof, each to be included in the lien. These amounts include legal fees and time spent by Fawn Lake in relation thereof.



B. The annual assessments for the operations and maintenance are due and payable in full the year for which the assessments are applied. Assessments are due on January 1st and are considered delinquent by April 2nd. The Board of Trustees will consider written requests for payment by installments prior to the New Year.

**Section 4.** Charges for protection of private property:

In the event urgent circumstances prevail and the Board acts on behalf of the property owner to limit damage or loss to said property at Fawn Lake, the pertinent lot owner will be assessed the costs of labor and material. In the event the Board is compelled to turn off water to a lot to prevent damage and waste drinking water, the owner will be charged a fee. Not-with-standing such circumstances, the Board assumes no obligation to detect and correct them. Non-payment of assessments may result in the foreclosure of Fawn Lake's lien and the homestead protection under RCW 6.13 shall not apply.

**Section 5.** Assessment for Community Drain Field/Septic System

The community drain field/septic system currently located on Lot 18 Division 3 shall be maintained by the Fawn Lake Maintenance Commission. In addition to the other assessments authorized by this chapter, the Board of Trustees shall assess each lot connected to the system the actual cost incurred by the Commission in the operation, inspection, maintenance, repair or replacement of the system.

In order to build a contingent fund for anticipated and unanticipated expenses, the Board of Trustees shall have the discretion to establish an annual or monthly Sewage assessment against lots connected to the system, which shall be deposited in a separate fund to be used exclusively for the operation, repair, maintenance and replacement of the system. Should the fund ever be determined as unnecessary by the Board of Trustees, all funds deposited there shall be distributed to the Lots contributing said funds.

**Section 6.** Homestead Protection

Nonpayment of association assessments may result in foreclosure of the association lien and homestead protection under RCW Chapter 6.13 et. seq. will not apply.

**Section 7.** Members in good standing, who have paid in full all dues, fines and fees, may purchase a remote(s) and are responsible for the following:

1. If a remote is lost, stolen, or damaged it shall be reported to the Fawn Lake Office within 24 hours so it can be deactivated.

2. If a remote is stolen, the member shall report it to the sheriff's office.
3. A remote(s) that is purchased for family, friend or renter, shall be in the property member's name and the property member shall be responsible for any action or use of said remotes.
4. Non-member occupants are not allowed to own a remote(s). Non-member occupants shall obtain remote(s) through the absentee property member. The remote(s) shall remain in the absentee member's name and as in #3, and the absentee member shall be responsible for the use of said remote(s).
5. Upon the sale and transfer of ownership of any Fawn Lake Property, the remote(s) owned by the member will be deactivated. It is the responsibility of the new member to purchase remote(s) from the Fawn Lake Office. It is the responsibility of the selling member to have the Fawn Lake Office deactivate the remotes. These remotes shall not be reactivated for use in Fawn Lake.
6. It shall be the responsibility of all property members to ensure that all resident changes are submitted to the Fawn Lake Office.

**Violation of this Section constitutes a Class II Violation as covered in Chapter 13,**

## CHAPTER 9

### **STANDING COMMITTEES**

The President shall, as a minimum, establish the following committees to assure the objectives and purposes of the Commission; to prevent deterioration of facilities; and in general, to protect the vested interest of all Members of the Community.

**Section 1. GENERAL ADMINISTRATION** shall review and update as necessary the administrative and accounting processes of the Commission to assure that sound business practice is followed and that funds are effectively controlled and accounted. The General Administrator shall be the custodian of all deeds, contracts, maps, documents, letters, and records pertaining to the Commission. When requested, copies of pertinent records may be charged to individuals. The General Administrator shall retain custody of the bank deposit box keys and may issue them only to approved, bonded members of the Board of Trustees. The General Administrator shall obtain the signatures of two of the three individuals authorized to co-sign checks relating to expenditures approved by the Board of Trustees, and likewise shall obtain the signature of the appropriate individual (normally the Trustee that heads the Committee bearing on the transaction) authorized to co-sign with the President on contracts, deeds, bonds, and other obligations of the Commission. In the absence of the General Administrator, the President shall validate by signature all membership cards approved for issue. With reference to financial matters, the fiscal year is from 1 January through 31 December.

**Section 2. BUDGET & OUT PLANNING** shall review yearly the current budget and project the following year's budget; and assure that the budget provides a factual base for analyzing operational costs and projected funding capability. The Budget & Out Planning Chairperson shall also manage all capital improvement projects in excess of two thousand dollars (\$2,000.00) as requested by the individual committee chairpersons in their respective areas and as approved by the Board of Trustees.

**Section 3. CARETAKER LIAISON** shall provide liaison between the Caretaker and the Board of Trustees in matters of maintenance as required by the Caretaker Agreement/Contract. The Liaison Officer shall provide general supervision and guidance over the Caretaker and consider by the Caretaker and Membership and make recommendations for improvement; reporting and referring to the Board of Trustees as deemed appropriate.

**Section 4. COMMUNITY LIAISON** shall work closely with the Caretaker and the Watchpersons in matters of safety, working as liaison with the Mason County Sheriff. Community Liaison shall provide liaison between the Watchpersons and the Board of Trustees in matters of safety as required by the Watchpersons Agreement/Contract. The Community Liaison shall provide general guidance over the Watchpersons and consider complaints by the Watchpersons and Membership and make recommendations for improvement; reporting and referring to the Board of

Trustees as deemed appropriate.

**Section 5. ROADS** shall maintain a surveillance program of preventative maintenance with reference to roadways, ditches, culverts, and brush/weed control. Makes recommendations to the Board of Trustees with reference to maintenance needs, i.e., volunteer labor, contracted services and materials, and all matters bearing on roads.

**Section 6. PARKS & GROUNDS** shall maintain a surveillance program of preventative maintenance with reference to Community grounds. Makes recommendations to the Liaison Officer in matters concerning Caretaker maintenance and to the Board of Trustees with reference to maintenance needs of grounds, i.e., volunteer labor, contracting services and materials, and all matters bearing on grounds. They shall assure that Community-owned equipment is kept in operating condition and makes recommendations to the Board of Trustees when replacement of equipment is required.

**Section 7. BUILDING** shall remain alert to all construction within the Community to assure compliance with Mason County and Fawn Lake building codes. Toward that end, reviews plan and specifications, and advises property owners of restrictions and limitations as set forth in these By-Laws and cautions lot owners to correct unsightly litter conditions.

**Section 8. WATER SYSTEMS** shall maintain a surveillance program of preventative maintenance with reference to domestic water wells, pumps, water mains and laterals, storage tank(s), and all appurtenances thereto. The Trustee makes recommendations to the Board of Trustees with reference to maintenance needs and improvements.

**Section 9. NOMINATIONS & ELECTIONS** performs all functions relating to the nominations of candidates and election of Trustees, including but not necessarily limited to soliciting members to run for office; preparing the slate of candidates; preparing ballots, mailing, and counting ballot results; and finally reporting a summary of the results for publication in the Newsletter. See Chapter 6, Section 2.

**Section 10. LAKE & FISH** shall maintain a surveillance program on the condition of the lake, making recommendations to the Board of Trustees with reference to the needs of the lake, i.e., volunteer labor contracted services and materials, and all other matters bearing on the lake, to include the raising and lowering of the water level of the lake. Shall also maintain a surveillance program to ensure that there is a quality and population of fish in the lake to compliment the Washington Fish Biologist's recommendations. The Trustee makes recommendations to the Board of Trustees with reference to fishing policies and enhancement.

**Section 11. SEPTIC SYSTEMS** shall maintain a surveillance program of preventative maintenance with reference to the Community-owned sewage mains, sumps, sump pumps, and sewage drain field. The Trustee advises lot owners of their

responsibility in pumping out their own septic tanks and in the connection to the Community main lines. The Trustee makes recommendations to the Board of Trustees with reference to maintenance needs and improvements.

**Section 12. BY-LAWS/INFRACTIONS & COMPLIANCE** shall review and update as necessary the By-Laws and compliance processes of the Commission to assure that our community's living conditions, and environment are safe and sound. The By-Laws and Infractions Official will work with the General Administrator and shall be the custodian of all By-Laws infractions committed within Fawn Lake and ensure the spirit and intentions of the Commission are upheld.

## CHAPTER 10

### ORDER OF BUSINESS

In general, all meetings of the members and of the Board of Trustees will be conducted in the manner prescribed by *ROBERT'S RULES OF ORDER*.

The sequence of business shall be:

- Opening of Meeting.
- Roll call of Officers and Trustees.
- Water Master's Report
- Ladies and Activity Club Reports
- Reading of Communications and Hearing Requests or Complaints from Members.
- Minutes of Previous Meeting;
- Treasurer's Report;
- Committee Reports.
- Recess -- if appropriate;
- Old Business.
- New Business.
- Set Date and Place of Next Meeting,
- Close Meeting.

## CHAPTER 11

### HEARING & ETHICS COMMITTEE

**Section 1.** The Hearing & Ethics Committee (H&E Committee) shall consist of up to eight (8) members, elected by the General Membership during the April General Membership meeting. Subsequent elections shall be for four (4) members to serve two (2) year terms.

Voting ballots to fill positions will be mailed out to members only if there are more nominations than available positions following the same procedure already in place for the Board of Trustees as outlined in Chapter 6, Section 2.

Vacancies which occur between elections shall be filled by appointment from the General Membership by the H&E Committee. Appointed members shall hold the office until the next General Meeting in April. The position will then be opened for election to fill the unexpired term of the original member.

The H&E Committee shall, as the first order of business on their first meeting following their election, by majority vote, select a Chairperson and Vice-Chairperson from among their members.

The Chairperson shall conduct all meetings of the H&E Committee. At least five (5) of the eight (8) members of the H&E Committee must be present during the presentation of evidence, defense, and voting.

The Vice-Chairperson shall act as Chairperson in the absence of the Chairperson.  
A majority vote is required to validate a positive or negative result.

The Chairperson shall not vote during hearings except to break a tie.

The Hearing will be open to the public. The H&E Committee shall have the authority to uphold or dismiss notices of violations, or to reduce or suspend fines. They shall also have the authority to impose an additional fine of twenty-five dollars (\$25.00) upon any member who disrupts or otherwise causes problems during the H&E Committee Meetings. They shall not have the authority to increase fines or impose any other fines.

A. Definitions:

Issuer of Notice of Violation: The Bylaw Infractions Compliance Officer or a designated Board member

Complaining Member: The Member or Employee witnessing the infraction or their designee

Protesting Member: The Member who was fined and is appealing the fine, or their designee accompanied by a notarized letter from the property

owner.

**Section 2. Removal of Trustees for Cause.** Upon receipt of written charges from the Board of Trustees, the H&E Committee may remove from office any Trustee convicted of official misconduct (malfeasance), wrongful injurious act in a lawful manner (misfeasance), or dereliction of duty in office.

Within fifteen (15) days the Trustee charged may resign or request a hearing in accordance with Section 3, below.

Written charges and referral for removal of a Trustee shall be submitted in writing to the H&E Committee at the next regularly scheduled meeting, except that any referral received within ten days (10) days preceding the meeting, will be scheduled for the following meeting.

Upon hearing the evidence and defense (if any) the H&E Committee shall retire to determine their decision. The decision of the H&E Committee is final.

**Section 3.** Hearing requests: Any member protesting a notice of violation and/or a Trustee charged under Section 2, above, must file a written protest to the Hearing & Ethics Committee within fifteen (15) days from the date of the notice of violation.

Written protests shall be scheduled for hearing on the next regularly scheduled meeting of the H&E Committee, except that any protests received within ten (10) days preceding a meeting, will be scheduled for the following meeting.

The Fawn Lake bookkeeper shall maintain a record of all notices of violation, fines, protests, and hearing results. Those records shall be kept in such a manner that they are readily available and accessible to the H&E Committee and Board of Trustees. These files shall otherwise be treated as confidential and not be open to the general membership.

The Fawn Lake bookkeeper shall prepare a meeting log and folder as follows:

A. Upon receipt of a protest, the bookkeeper shall place the protesting member's name and the date the protest was received on the log.

B. The bookkeeper shall attach the written protest to the notice of violation and place them in the folder.

C. The bookkeeper shall notify the protesting member, the issuer of the notice of violation and the complaining member(s) in writing as to the date and time of the scheduled hearing.



**Section 4. H&E Committee meetings:**

A. Purpose: The H&E Committee shall hold regularly scheduled meetings once each month. The purpose of the H&E Committee meetings is to resolve disputes which may result from notices of violation and/or fines issued for violation of the By-Laws as authorized herein.

B. Meeting time and place: H&E Committee meetings shall be held at a date and time designated by The Board, or on the second Thursday of each month, at 7:00 PM, in Bryant Hall, S.E. 471 Crescent Drive, Shelton, WA.

C. Agenda: H&E Committee Meetings shall be conducted as follows:

1. The Chairperson shall call the meeting to order and record the Committee members in attendance on the meeting log.

2. Individual hearings shall be held concerning members protest of notices of violations. Those hearings shall be in the order in which they are listed on the hearing log, except that a member may request his or her hearing be taken out of sequence. If that member has a valid reason, and no other members object, the H&E Committee may grant the request. Hearings will be conducted as follows:

a) The Chairperson shall call the name of the member protesting the notice of violation. If the member is present, the hearing shall proceed. If the member is absent, the notice of violation and fine shall stand.

b) The Chairperson shall call the name of the issuer of the notice of violation and the member(s) filing the complaint. If the complaining member(s) or the issuer of the notice of violation is present, the hearing shall proceed. If neither the complaining member(s) nor the issuer of the notice of violation is present, the notice of violation and fine shall be voided

c) The Chairperson shall read the notice of violation and the fine aloud.

d) The complaining member(s) and/or the issuer of the notice of violation shall present evidence as to why the notice of violation was issued.

e) The Protesting Member receiving the notice of violation shall present any evidence as to why the notice of violation and/or fine is unjust or should otherwise not be valid. The Protesting

Member may also admit to the violation and present an argument as to why the fine should be reduced or rescinded.

f) The H&E Committee shall have the opportunity to ask any pertinent questions of either the complaining member(s), the issuer of the notice of violation or the Protesting member of the notice of violation. The response at this time shall be limited to the person to whom the question was directed and shall be further limited to a direct answer to the question. All testimony must be directly pertinent to the current violation.

g) The H&E Committee shall vote by secret ballot as to whether the notice of violation is valid or is not valid. In the event the Protesting member has admitted the violation, but requested a reduction or rescission of the fine, the vote shall be as to whether the fine should be rescinded or reduced as requested. If the fine is reduced, the amount of the reduction shall be determined by the H&E Committee.

h) The Chairperson shall record the results of the hearing on the hearing log.

3. After all scheduled hearings are completed, the Chairperson shall announce the date and time of the next H&E Committee Meeting. The meeting shall then be adjourned.

## CHAPTER 12

### DECLARATIONS OF CHARGES, ASSESSMENTS & LIENS

**Section 1.** General: The developers of the FAWN LAKE plat, Freeland-Lorentz Inc., prepared and recorded with Mason County Auditor's Office a "Declaration of Charges, Assessments and Liens", along with a "Declaration of Protective Restrictions" for each of the six divisions. Under the terms of an agreement dated July 1, 1968 between Freeland-Lorentz Inc., and Clarence D. Kadoun, the "Kadoun Addition" is in general required to conform with the Declarations applicable to Division No 3. In the event of dispute, it is imperative that the contesting parties consult the pertinent declarations that are recorded with the Auditor of Mason County.

**Section 2.** The following information from one such Declaration of Charges, Assessments and Liens is typical of the content of all such declarations for Division No. 1 through No. 6.

*Any charge or assessment imposed by the Commission upon any member who is the owner or contract purchaser of a lot(s) in said FAWN LAKE Division, including interest on such charge or assessment and collection costs, if any, shall be and become a lien upon the lot(s) owned by such member as soon as such charge, assessment, interest or costs shall become due and payable. Such lien shall be superior to any and all other liens (except as provided hereafter) at any time levied or imposed upon such lot(s).*

*All liens herein provided for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages; provided however, that by the acceptance of a deed for any lot(s) or by the signing of a contract or agreement to purchase the same, whether from the present owner thereof or from a subsequent owner or purchaser thereof, such purchaser or owner shall thereby waive all rights of redemption and homestead in such lot(s) with respect to foreclosure of such liens. As an alternative remedy to the foreclosure of such liens, the Commission shall have the exclusive right and option, at any time after the expiration of a period of six (6) months during which any of such charges or assessments shall remain unpaid, to purchase any lot upon which such lien or liens are imposed, upon payment to the owner or purchaser of such lot an amount equal to the value of such owner's or purchaser's interest in such lot. On the exercise of said option by the Commission, the owner or purchaser of such lot shall convey to the Commission all right, title and interest which such owner or purchaser may have in such lot. In any court proceeding to enforce such option, the Commission shall be entitled to have a decree of specific performance entered in its behalf. If the value of such owner's or purchaser's interest in such lot cannot be agreed upon, the lot shall be appraised in accordance with such method of appraisal as shall be set forth in the By-Laws of the Commission.*

*First mortgage liens placed upon any of said residential lots, for the purpose of constructing a residence or other improvements thereon, which are recorded in accordance with the laws of the State of Washington, shall be, from the date of recordation of such, superior to any and all charges, assessments and liens imposed*

*pursuant to this Declaration.*

**Section 3.** If the value of such owner's or purchaser's interest in such lot cannot be agreed on, the appraisal method referred to in the above extract shall be such method as prescribed by a court of law.

**Section 4.** Except as otherwise advised by legal counsel, no proceeding for foreclosure of any such lien shall be commenced except upon expiration of four (4) months from and after the date such lien is filed for record with the Auditor of Mason County, Washington. Title to any lot(s) at Fawn Lake acquired by any party by virtue of a proceeding for the enforcement of liens or liability under these By-Laws, shall always be subject to all the reservations, limitations, restrictions, covenants and conditions imposed on said lot(s). Every reasonable consideration shall be granted to the owner of said lot(s) to obtain satisfaction of the lien without foreclosure.

## CHAPTER 13

### VIOLATIONS AND FINES

Any member of the Fawn Lake Community, who is in good standing, may submit a complaint of a violation. A “Resident Complaint Report By-Laws Violation” form, with the required information, must be submitted to the Fawn Lake Office.

The Fawn Lake Board By-Laws/Infractions Trustee will investigate and initiate the warning and/or fine process as outlined in this chapter of the Fawn Lake By-Laws.

The “Resident Complaint Report By-Laws Violation” form is available from the Fawn Lake Office.

**Section 1. Violations by family members or guests:** The conduct of family members or guests is the responsibility of the member, therefore, in the event of a violation by family members or guests of members, the notice of violation(s) and/or fine(s) shall be issued to the member.

**Section 2. Violations by renters, their family members, or guests:** The conduct of non-members their family members or guests are the responsibility of their landlord member, therefore, in the event of a violation(s) by renters, their family members or guests, the notice of violation(s) and/or fine(s) shall be issued to the landlord member.

**Section 3. Correction of violations:** The member shall correct the violation(s) within fifteen (15) days of notice of violation.

If correction of the violation requires the work of a contractor, the member shall submit a contractor’s accepted quote, with a completion date within thirty (30) days of the original notice of violation. If the completion date is beyond the thirty (30) day compliance requirement, the member shall submit, to the By-Law Infraction Trustee, a contractor’s written estimation of the date of completion.

If the violation is not corrected within fifteen (15) days or the contractor’s completion date, another notice of violation will be issued, and fines processed according to the Class of Violation and the By-Law Infraction Fee Schedule.

**Section 4. By-Law Infraction Fines:** Fines shall be issued based on the class of the violation and in the amounts as follows:

**Class I Violation:**

1<sup>st</sup> Offense: A letter of warning.

2<sup>nd</sup> Offense or noncompliance: The fine shall be 20% of the annual dues

November 16<sup>th</sup>, 2020

for that year.

**Class II Violation:**

1<sup>st</sup> Offense: The fine shall be 20% of the annual dues for that year.

**Class III Violation:**

1<sup>st</sup> Offense: The fine shall be 30% of the annual dues for that year.

**Class IV Violation:**

1<sup>st</sup> Offense: The fine shall be 40% of the annual dues for that year.

Failure to correct a notice of violation to the satisfaction of the Fawn Lake Board By-Law/Infractions and Compliance Trustee, shall result in the fine doubling each thirty (30) days.

All fines are due and payable to the Fawn Lake Office within fifteen (15) days of receipt by the Fawn Lake Community member incurring said violation (s) and fine (s).

**Section 5. Repeated Violations or Failure to Correct Violations and/or Non-Payment of a Fine:** Any repeated offense within a one (1) year period may result in the fine being the same as the one-hundred eighty (180) day noncompliance charge for the Class of violation and may result in the following action:

1. Water to the property owner's lot being shut off.
2. Initiation of a lien on the property involved. While the obligation herein shall become a lien, which runs with the land, said obligation for all authorized fines, including associated costs and attorney fees, shall be the personal obligation of the Fawn Lake Community member (s) incurring same.

**Section 6. Failure to correct a violation and/or payment of a fine:** Failure to correct the violation and/or payment of a fine after a six (6) month period may result in the action as outlined in Chapter 13, Section 5, Subsection 1 and 2.

## CHAPTER 14

### DECLARATIONS OF PROTECTIVE RESTRICTIONS

**Section 1. General:** The provisions of Chapter 11, Section 1, apply.

*The invalidation of any one-off said restrictions and conditions shall in no way affect any of the other provisions herein but shall remain in full force and effect.*

**Section 2. Building, Construction, Tree Removal Application Process**

A. Any member intending to excavate, clear trees, or construct either permanent or temporary buildings, outbuildings, sewage disposal systems, docks or placing of manufactured homes on any lot shall submit a Fawn Lake Building, Construction, Tree Removal Application (“Application”). It is the member(s) responsibility to obtain the appropriate permits as required by Mason County and/or Washington State and submit them with the Application to the Fawn Lake Building Trustee for approval prior to the commencement of any activity.

1. Only members in good standing who have paid in full all dues, fines and fees may be issued Fawn Lake approval.
2. Any problems or requests for variances of the Fawn Lake By-Laws as outlined in this Chapter shall be resolved by a quorum majority decision of the Fawn Lake Board of Trustees. The Board of Trustees may require proof of property lines before granting a variance. This may require the member to have their property surveyed.
3. Any tree removal will be done in accordance with Mason County regulations and Fawn Lake Standards. Members are not allowed to remove any trees on Fawn Lake Maintenance Commission owned property or designated trails within the community. A member(s) may submit a request to the Board of Trustees if there is a tree(s) they want removed.
4. The Fawn Lake Building, Construction, Tree Removal Application form is available from the Fawn Lake Office.

Violation of this Subsection constitutes a Class II violation as covered in Chapter 13.

B. The Building Trustee will review the Application and the Mason County and/or Washington State permits to ensure they meet the Fawn Lake By-Laws. The Building Trustee will provide a decision of approval/disapproval within thirty (30) calendar days from the date the Application was submitted. The Building Trustee, upon request, shall be allowed access to the Fawn Lake Member’s property to ensure that Fawn Lake By-Laws are being met and that the

appropriate permits and inspections are in order. **Violation of this Subsection constitutes a Class II violation as covered in Chapter 13.**

C. *Except for lots as may be dedicated or used for Community purposes, each lot within Fawn Lake shall be used for residential purposes only and only one single-family dwelling, together with one guest house and such outbuildings as are reasonably necessary to such residential single family dwelling purposes, may be constructed or maintained on each such lot; and provided further, however, that no lot or portion of a lot within said plat may be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of said plat may be less than the one required for the use district in which such portion of this plat is located.* **Violation of this Subsection constitutes a Class II violation as covered in Chapter 13.**

D. *All buildings constructed, and/or placed, permanently for residential purposes on any such lot shall be of permanent non-mobile construction. No dwelling shall be constructed, and/or placed on any such lot unless the enclosed ground-floor area thereof, exclusive of open porches, patios, garages and other areas, contains not less than four hundred eighty (480) square feet.*

1. Landscaping of such lot shall commence at a point reasonable in the construction or placement but will be finished within eighteen (18) months of commencement of construction and/or placement.

2. pre-owned/used manufactured homes older than five (5) years shall not be allowed to be placed and/or moved into the Fawn Lake Community. All homes brought into Fawn Lake must meet current state and/or county building standards and be presentable in appearance. The appearance is expected to be that of a well-maintained home of the same age. Inspection of the home by a Building Committee of two (2) Board Members is required prior to entry of the home into Fawn Lake. These members shall be compensated by the homeowner for out-of-pocket expenses incurred in the inspection.

**Violation of this Subsection constitutes a Class II violation as covered in Chapter 13.**

E. *The work of constructing or placing of all structures on each such lot shall be pursued diligently and continuously from commencement of construction until the exteriors thereof are completed and painted or otherwise suitably finished, which finish shall in any event be completed within twelve (12) months from the commencement of such construction.* **Violation of this Subsection constitutes a Class I violation as covered in Chapter 13.**

F. *All setbacks and easements shall be in accordance with established*



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*Mason County regulations. In addition to Mason County regulations the following height restrictions shall apply:*

*1. Only buildings fifteen (15) feet or less in height above ground level shall be constructed and/or placed on any residential lot except for homes on the following lots may be thirty (30) feet in height: Division 1, Lots 1-4; Division 2, Lots 5-10, 17-21, 42-55; Division 3, Lots 3,4, 15-23, 28-45; Division 4, Lots 79-96; Division 5, Lots 16-46, 53-66; Division 6, Lots 37-89.*

*2. Buildings of "A" Frame construction may be twenty-four (24) feet in height except for Division 1 wherein "A" Frame construction may be twenty (20) feet in height.*

3. Whereby a buildable lot is on the downside of a hill and is adjoined by a road on the upside then said ground level elevation would be measured from the centerline of the road.

**Violation of this Subsection constitutes a Class I violation as covered in Chapter 13.**

*G. No boathouse whatsoever shall be constructed, placed or maintained on said lake. No dock or float shall be constructed, placed or maintained on said lake beyond twenty (20) feet from the line of extreme high water of said lake.*

**Violation of this Subsection constitutes a Class III violation as covered in Chapter 13.**

*H. No dwelling, guest house shall be used for residential purposes, temporarily or permanently, unless and until the area's water system is connected thereto and a septic tank and drain field or other sewage disposal system is connected thereto or completely contained therein, with toilet facilities entirely within the residential dwelling or guest house and is in operation and approved by the applicable governmental agency.*

*1. No guest house shall be constructed until the construction of the dwelling to which it is incidental has been completed. Said guest house will meet the Mason County building requirements which include septic, drain field or other sewage disposal.*

*2. If a guest house is occupied for more than 15 days in a calendar year quarter, there will be a water charge of \$25 per quarter to the member. If the member fails to pay this fee in advance, the fee will be in addition to the fine for this violation.*

**Violation of this Subsection constitutes a Class III violation as covered in Chapter 13.**

*I. No septic tank, septic tank drain field or other use that may contaminate or tend to contaminate a well, may be located within one hundred (100) feet of any existing or future well, so long as the same may be used as a source of public water supply. Septic systems must meet the requirements of and be approved by Mason County Health Department IAW Chapter 246-272A WAC. A copy of the approval must be provided to the Fawn Lake office.*

**Violation of this Subsection constitutes a Class III violation as covered in Chapter 13.**

### **Dwellings, Structures and Property Maintenance Standards:**

J. In order to preserve and protect property values and homeowner's investments in their properties, all members shall be required to maintain the exterior of their dwellings and any other structures on their lots, such as guest houses, outbuildings, storage sheds and garages. This includes dwellings and structures that are lived in as well as vacant. The following shall be required of

all members:

1. A working septic system; approved by Mason County.

a. Mason County and the State of Washington require that all septic systems to have regular inspections and maintenance as required by WAC 246-272A-0270. Due to the number of different systems available and complexity of each system, the frequency and type of maintenance required depends on the system type. The Board may authorize the testing of septic tanks within Fawn Lake to determine proper function. In this regard, members shall permit access to their lots at reasonable times and upon reasonable advance notice for that purpose. If such testing or other evidence determines the septic system is not properly functioning, the offending member(s) shall bring the system into proper functioning order within thirty (30) calendar days of such notification. The Board may extend this time period for good cause. Failure to comply shall be basis for the Board to contract necessary work to place septic tank and lines in a satisfactory condition and to charge the member(s) for the cost of such work. Payment by the member is due and payable within thirty (30) calendar days of notice. Failure to pay may result in a lien against said property as defined in Chapter 8, Section 2 B.

b. With reference to privately owned septic tanks that are connected to Fawn Lake Community-owned sewerage system; the member(s) of such septic tanks shall be required to have their tanks inspected and/or pumped every three (3) years (per WAC 246-272-15501) by an approved inspector; and to assure a watertight seal the full length of the privately-owned sewage line from dwelling to septic tank and from the tank to and including the connection to the Community-owned sewerage main. If circumstances justify variance from this requirement, the member(s) may request variance approval from the Board of Trustees. The Board of Trustees reserves the right to have a qualified inspector enter upon the member(s) property to inspect said privately owned septic tanks and lines to assure compliance. Failure to comply shall be basis for the Board to contract necessary work to place septic tank and lines in a satisfactory condition and to charge the member(s) for the cost of such work. Payment by the member is due and payable within thirty (30) calendar days of notice. Failure to pay may result in a lien against said property as defined in Chapter 8, Section 2 B.

2. Working plumbing systems free of leaks.

3. Roofs and gutters to be in good working condition and free of leaks, tarps, tar paper, moss, debris and other materials such as bricks, wood, grass or other vegetation.

4. Exteriors of dwellings and other structures to be free of mold and /or

mildew.

5. Dwellings and other structures, including porches, to be free of rotting and sagging floors, roofs, and ceilings.

6. All dwellings and other structures to have windows free of cracks or material used to cover broken windows. Window coverings, including blinds that are visible from outside must be in good condition (NO FLAGS, BEDDING MATERIAL OR BLANKETS ALLOWED).

7. All dwellings and other structures shall be painted or stained and free of peeling paint, dented, loose or missing siding. This includes all trim, shutters, and doors.

8. All garages to be free of damaged, warped, or buckled panels.

9. All dwellings and other structures to be free of broken, hanging, or missing sections of gutters and downspouts.

10. Foundations to be in good repair. All manufactured homes to have appropriate skirting attached and in good repair.

11. Decks, patios, fences, and docks to be maintained in good repair and free of missing or broken parts, or wood that is rotted.

12. Property address to be prominently displayed and visible (day and night) so that fire, police, or other emergency vehicles can respond, as needed, in a timely manner.

K. All members shall be responsible for the maintenance and overall appearance of their property and shall be required to keep their property in a neat and orderly condition. This includes but is not limited to the following:

1. Turf areas to be mowed at regular intervals to a height of six (6) inches maximum or before weeds flower, to prevent the spread of said weeds to neighboring lots.
2. Lawn debris (including weeds) is not to be blown or thrown into the streets.
3. Weeds and/or overgrown grass to be regularly trimmed along fences.
4. Lots to be free of threatening or hazardous branches, limbs or trees and other flammable or hazardous materials.
5. Noxious weeds are prohibited: Noxious weeds are those defined by Mason County and the State of Washington.

L. No lot shall be used or maintained as a dumping or storage ground for rubbish or any other unsightly material. Trash, garbage, and other waste shall be

kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. This includes the following:

1. The accumulation or storage of items such as tires, trash, new or used building materials, appliances, household furniture, broken outside furniture, or other items, shall not be permitted on any lot.
2. All members shall be responsible for cleaning up any windblown or otherwise scattered debris that has originated from their property or the location where they place their trash and/or recyclables for pickup.
3. Lot debris from removal of trees or other vegetation shall be disposed of within ninety (90) calendar days of commencement of such activity. Burning of lot debris shall be within the "Guidelines for Outdoor Burning in Mason County".
4. No garbage or recycling containers shall be left out within six (6) ft. of the nearest road edge for pickup for more than forty-eight (48) hours.
5. Under no circumstances shall members or their guest's burn or dispose of rubbish, trash, garbage, waste or other material in said lake.
6. The Fawn Lake Board of Trustees shall have the right, but not the obligation to enter on and cut the grass and hay, threatening or hazardous limbs or trees or to clear trash/debris from said lots. If such action becomes necessary, the cost of said action shall be charged to the member. Payment by the member is due and payable within fifteen (15) business days of notice. Failure to pay may result in a lien against said property as defined in Chapter 8, Section 2 B.

**Violation of this Section shall constitute a Class I violation as covered in Chapter 13. Unless otherwise Stated.**

### **Section 3. Miscellaneous Restrictions:**

A. "For Sale", "For Rent" or other signs indicating intended disposition of any property interest may be placed upon such lot provided not more than one such sign is placed, the same not to exceed 12" X 24" and provided such sign is not visible from Fawn Lake waters. "No Trespassing" or "Private Beach" signs may not exceed 9" X 18" in size. **Violation of this Subsection constitutes a Class I violation as covered in Chapter 13.**

B. No noxious or offensive activity shall be carried on upon any lot at Fawn Lake or upon said lake, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owners of other lots in the area. Persons using Community facilities, such as picnic areas, shall not display signs, banners or symbols that denote sponsorship or affiliation with any organization or group either public or private. **Violation of this Subsection constitutes a Class I violation as covered in Chapter 13.**

C. No firearms, air guns, arrows, slingshots, BB guns or similar hunting

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devices shall be used within the Fawn Lake Community. **Violation of this Subsection constitutes a Class II violation as covered in Chapter 13.**

D. No commercial or business activities generating traffic or solicitations of any kind within the Fawn Lake Community may be conducted on or in connection with said lake. **Violation of this Subsection constitutes a Class I violation as covered in Chapter 13.**

E. No motor vehicle shall be operated on the roads of Fawn Lake Community by any person unless currently licensed to operate a motor vehicle on the highways of the State of Washington.

1. All motor vehicles within the confines of Fawn Lake Community or operated on the roads of Fawn Lake Community, shall conform to Washington State laws regarding rules of the road, operation of a motor vehicle, licensing and including proof of insurance.

2. When operating a motor vehicle at Fawn Lake, all vehicles must yield to the Fawn Lake Watchperson when he/she is performing official duties, is in uniform, and/or in the marked Fawn Lake vehicle. All vehicle operators must provide identification i.e., valid driver's license and proof of insurance and registration upon request of the Fawn Lake Watchperson may not order them out of the vehicle.

3. All vehicles parked at a residence for more than 30 days must be registered to the persons living at that residence. No junk vehicles will be allowed to be stored at any Fawn Lake property. A junk vehicle is defined as any vehicle with broken windows, missing or flat tires, motor missing or any vehicle that will not start or has a license plate that has expired.

4. Members who have "project cars" that are being restored for personal use shall conform to the listed By-Laws and restrictions. Commercial restoration and repair projects are not allowed in Fawn Lake. Members must provide proof of vehicle ownership, a current vehicle license, and proof of insurance.

5. All "project vehicles" will be covered by a commercial car cover. The cover should be designed to protect the vehicle from weather damage and should appear more appealing to your neighbors. Canvas, paint tarps and vinyl covers are not considered an acceptable substitute for a commercial car cover.

6. Members will ensure that the area around the project car is not littered with car parts and other car servicing materials. Parted cars will be considered junk and must be immediately removed from Fawn Lake property.

7. At no time may the vehicle be parked near or on the roadway.

8. All of the above provisions must be met before a “project vehicle” request will be approved by a vote of the Board. Vehicles not meeting the criteria set forth in this section will be subject to fines and immediately removed from Fawn Lake property.

**Violation of this Subsection constitutes a Class I violation as covered in Chapter 13.**

F. Motor vehicles, campers and all types of trailers shall not be parked upon the roadways or shoulder of the roadways at any time except in emergencies. Use of warning signals under emergency parking conditions is required. Shoulders shall be defined as the first 3 feet from the established roadway “fog line”. **Violation of this Subsection constitutes a Class II violation as covered in Chapter 13.**

G. Gasoline powered outboard motors are prohibited on Fawn Lake, except as may be permitted by the Board of Trustees for maintenance and weed control. Property owners and their guests may use only electric driven outboard motors. All boats on the shores of Fawn Lake will be registered with office and will have the name and address of the owner inside the hull by the front seat. Registered owners will be given a Fawn Lake sticker that must be applied to the outer hull. **Violation of this Subsection constitutes a Class II violation as covered in Chapter 13.**

H. Washington State Game Fish Regulations apply to Fawn Lake. Considering that the lake is stocked with fish purchased by the Fawn Lake Maintenance Commission the following restrictions apply:

Members in good standing (issued a current membership card); their immediate family and guests are entitled to fish Fawn Lake. One-person fishing by them or one person in a fishing party (acting as a sponsor to their guest) must have a valid (current year) Fawn Lake fishing permit clearly visible on their person. Fishing permits are issued on a (per lot) basis as follows: A member, who owns 1 lot, is entitled to 2 fishing permits; 2 lots entitled to 4 permits, etc. Should a member’s permit become lost/stolen, they will be required to purchase a replacement permits. A member may also purchase no more than 2 extra fishing permits per lot as may be necessary for renters. Approved identification will be from January 1 through April 1 of the following year. All approved identification shall be issued to a member in good standing. Other persons residing at Fawn Lake as renters have the privilege of fishing Fawn Lake, provided they too, have valid and approved identification, clearly visible, in their possession. All renters must obtain their identification through their property owner and identification shall show property owner’s name. **Violation of this Subsection constitutes a Class I violation as covered in Chapter 13.**

I. Swimming pools and hot tubs are permissible provided Mason County construction and sanitary requirements are complied with. In this regard, it must be recognized that chemically treated water from pools and hot tubs shall not be



discharged into septic systems or in any other manner that would contaminate surrounding soil or the lake. In addition to the standard assessments prescribed in Chapter 8 of these By-Laws, an annual charge for water shall be levied on the owners of swimming pools. All swimming pools and hot tubs will require an annual permit: and for renewal of said permit, a commercial pumping receipt will be required. Regarding water discharge from hot tubs, care must be taken not to discharge into septic systems or in any other manner that would control water flow directly into the lake such as a drainage ditch or creek. All hot tubs will be pumped annually for required repair/maintenance by commercial vendor. **Violation of this Subsection constitutes a Class II violation as covered in Chapter 13.**

J. No animals, livestock or poultry shall be raised, bred, or kept on any lot within the Fawn Lake Community except that dogs, cats and other household pets may be kept thereon if they are not kept for breeding or commercial purposes. **Violation of this Subsection constitutes a Class I violation as covered in Chapter 13.**

K. Dogs running loose constitute a nuisance and potential danger. Members shall restrain their dogs with a leash when walking them beyond the confines of their property.

Members are expected to pick up all pet excrements while walking their dogs in all Fawn Lake community areas and private property of other community members. At no time will dogs be allowed to run loose on Fawn Lake roads. Dogs are prohibited from swimming areas by order of the County Health Department. Members shall be responsible for any of their guests or invitees whose dogs violate this section. The number of pets is hereby limited to two dogs and/or cats per household (2 pets total). Any pet causing or creating a nuisance, such as excessive barking or howling and/or is allowed to deposit waste or destroy neighbor's property will be considered a nuisance for which the pet owner will be held responsible. **Violation of this Subsection constitutes a Class I violation as covered in Chapter 13.**

L. A member of Fawn Lake may be charged with the cost of repairing damage to the entrance gate(s) when such damage is willfully or neglectfully caused by such member, or by such member's dependent, or by other persons entering Fawn Lake Community at the invitation or passive consent of such member or his dependents. Opening Fawn Lake gates by any procedure other than the approved method shall constitute damage thereto and shall be pursued in the above manner. All such costs imposed would, if not resolved within the time set by the Board of Trustees, become a lien on the property of the member, and such lien will be treated as provided for in Chapter 11, Section 2 of the By- Laws. Further, the gravity of the act will determine whether or not other legal action is pursued by the Commission or law enforcement officer. **Violation of this Subsection constitutes a Class IV violation as covered in Chapter 13.**



M. No motor home, truck camper or travel trailer may be used or placed upon any lot at Fawn Lake unless a Fawn Lake member that is using said motor home, truck camper or travel trailer shall have first applied for an annual permit with the Board of Trustees. Permits shall be issued by the Board of Trustees upon the following terms and conditions:

1. Effective September 21, 2015, Permits shall be issued for a one (1) year period of time and may be renewed on an annual basis by application to the Board of Trustees. Permits will be issued for only one RV to be stored per lot. Permits must be readily visible from outside the RV. Residents shall submit their completed permit applications to the Fawn Lake office after January 1 but before March 31. The office will have all permits approved or denied by April 5. Any RVs placed within the community, or residents that were out of the area with their RV and unable to acquire their permit by the March 31 deadline, Owners of RV's newly located in Fawn Lake have ten (10) business days to submit their permit when they return. Anyone with an RV at Fawn Lake that is not permitted will be in violation of a Class III offense. Should any information on the permits change, the property owner must inform the office within seven (7) days or be in violation.

2. All such motor homes, truck campers or travel trailers, before the issuance of a permit, shall be determined to be maintained in road ready condition, currently licensed and shall be neatly and orderly maintained.

3. Any such motor home, truck camper or travel trailer that will be actively used on the Fawn Lake premises for any purpose shall:

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- a. Have a proper waste disposal system that meets MASON COUNTY PUBLIC HEALTH SPECIFICATIONS or
- b. As necessary, remove the vehicle to a certified dump site to empty the holding tanks. No dumping of brown or gray water is allowed within the Fawn Lake area under any circumstances.

4. A property owner may have a guest RV visit their lot for not more than 14 days in one month and the lot owner must apply for an RV Visitors permit prior to parking the RV.

5. When an RV is not being actively used, all personal property shall be kept within the RV or in a storage unit. Tarps/covers may be used to cover an RV. **No Blue Tarps.**

6. No such vehicle shall be occupied except by special permission of the Board of Trustees, and only in the event that it is occupied during the construction of a permanent dwelling. In the event a permit has been issued per the above, during the course of the one-year period covered by the permit, the said vehicle or its use becomes inconsistent with the above terms and conditions, then the Board of Trustees may, by letter, revoke the permit issued. In the event that such a vehicle is placed or remains upon property within the Fawn Lake Community without a valid authorized permit, the Board of Trustees may notify the owner of said vehicle that he or she is in violation of the By-Law of the Fawn Lake Maintenance Commission. Upon the expiration of thirty (30) days from the giving of such notification by Certified Mail, return receipt requested to the owner of said vehicle, the Board of Trustees may authorize the removal of the offending vehicle and place same in storage. The notification given to the owner shall inform the owner that the Board is authorized, as per the above, to remove said offending vehicle and will do so after the expiration of that time period. After such vehicle has been in storage for ninety (90) days the Board of Trustees may elect to treat such vehicle as abandoned property and to dispose of such property in conformance with the law of the State of Washington relating to abandoned property. The owner of said vehicle, prior to disposal of said vehicle, may reclaim said vehicle by paying all costs incurred. **Violation of this Subsection constitutes a Class I violation as covered in Chapter 13.**

#### N. Water Restrictions and Conservation.

1. During periods of notification and/or posting of "Water Restrictions", violations of days and times by members or renters will result in fines for each violation to be assessed against the lot in question.

2. Water Leaks and Pipe Breaks. Upon discovery of a leak in the water system the property owner or renter should notify the office immediately. If the leak is on a member's property, the member should immediately turn off their water supply to minimize freshwater loss. Members are invited to report any and all leaks anywhere on Fawn Lake property.

If a leak is reported to the Fawn Lake Maintenance Commission and the property owner is not reasonably available, [i.e., members who live out of area or are on extended vacations], the office will shut off the water and attempt to notify the member that repairs are necessary before the property is re-occupied.

Property owner or the tenant renter will consult with Fawn Lake Maintenance officials about the status of the leak to possibly determine its cause. If it is determined that it is the responsibility of the property owner, the property owner will make immediate arrangements to have the leak repaired within 72 hours of the initial report of the leak.

If the Commission determines that the leak must be repaired immediately, the Office will attempt to consult with the property owner prior to arranging for a private contractor to immediately repair the leak. All costs for the repairs, to include a \$100 service fee for time spent by the Fawn Lake Maintenance staff, will be billed to the property owner.

Any member or renter who deliberately does not report a leak or allows the leak to continue will be considered in violation of this section. Any member or renter who willfully turns on the leaking water supply after it has been shut off will be considered in violation of this section. Repeated incidents will be considered separate events and fined accordingly.

**Violation of this Subsection constitutes a Class I violation as covered in Chapter 13.**

3. Water Conservation Fees will be assessed to a property owner when excessive water consumption per lot exceeds 40,000 gallons per quarter.

- A. A \$20.00 Conservation Fee for water usage exceeding 40,000 gallons, but less than 60,000 gallons used per quarter.
- B. A \$5.00 Additional Conservation Fee for each 5,000 gallons of water used more than 60,000 gallons per quarter.

The water usage quarters are: First quarter – February, March, and April; Second quarter – May, June and July; Third quarter – August, September and October; Fourth quarter – November, December and January.

O. Safety and Community Protection.

In the interests of public safety and community protection, Fawn Lake has instituted a curfew for all youths under the age of 18, when not under the immediate supervision of their parent. Curfew will be considered the hours of [darkness] 10:00 pm to 6:00 am within the gated confines of our community. The Commission encourages

responsible parents to ensure that their children and visiting youths adhere to our community desires to maintain a safe community during our evening hours.

The Board of Trustees, the Caretaker, or a member of the Fawn Lake Watchpersons shall have the authority to issue notices of violation for curfew violators. Notices of violation and fines shall be issued to the member parent for their child and any child visiting who has been caught loitering, trespassing, or roaming the streets of Fawn Lake during the hours of darkness **Violation of this Subsection constitutes a Class II violation as covered in Chapter 13.**

**Section 4.** Members of Fawn Lake Maintenance Commission are requested to keep the Fawn Lake Office informed of change of mailing address.

**Section 5.** Membership in the Commission is in relation to the ownership of land at Fawn Lake, therefore members offering their lot(s) for sale or transfer are urged to inform prospective owners of the assessments, By-Laws, and obligations inherent with ownership; and to advise the Fawn Lake Office and the Commission of the new owner's name and address.

**Section 6.** *The Fawn Lake Maintenance Commission is authorized to take whatever measures may be necessary to enforce the By-Laws and the administration of Fawn Lake. All By-Laws and Covenants may be enforced by any remedy permitted by law. In addition, the Fawn Lake Maintenance Commission may enforce Sections 3(C), 3(G) and 3(N) of this chapter by removal of such property and debris as violates those sections, so long as this can be done without a breach of the peace. The Commission or its agent(s) have the right to entry upon the offending lot(s). If any action is necessary to enforce any By-Law or Covenant of the Fawn Lake Maintenance Commission, the offending party shall be liable for all costs and expenses, including a reasonable charge for time, to bring about compliance, such costs and assessments, to be a lien on the real property owner in the same manner as above for charges and assessments.*

#### A. Responsibilities of Rental Property Owners

Non-resident owners of rental property must have current information in the Fawn Lake office as to how they may be reached in case of emergency. This will include, as a minimum, a current phone number and a mailing address.

The owner/landlord shall notify Fawn Lake Office when new tenants move into their property and identify the primary renter, the members of the household and number of household pets. Changes in the status must be reported to the Fawn Lake office. The landlord shall be responsible for returning the remote gate controls to the office or risk losing their deposit.

Owners will obtain a copy the Fawn Lake By-Laws for their tenants and let them know of their responsibilities regarding being good neighbors and members of the Community, no matter how brief. **The conduct of renters is the responsibility of the landlord and notice of violation and/or fines shall be**

**issued to the landlord member.**

## CHAPTER 15

### **Responsibilities of Absentee Property Members**

**Section 1. General:** This chapter outlines the general responsibilities of Absentee Property Members (hereinafter referred to as “APM”). It shall be the responsibility of the APM to provide a current copy of the Fawn Lake Maintenance Commission By-Laws to their occupants and advise them of their responsibilities with regard to being a good neighbor in the Fawn Lake Community. The APM is responsible for the conduct and actions of their occupants.

**Section 2. Occupant Changes:** APM shall notify the office within fifteen (15) business days when new occupants occupy the property or when occupants vacate the property. New occupant notification shall include the primary occupant, the members of the household and number of household pets. An Administrative Membership Fee of 20% of the annual dues shall be charged to cover costs for record keeping. Upon notification of an occupant change, the Fawn Lake Office shall send a written confirmation of the change to the APM. **Failure to comply with this section will constitute a Class III violation as covered in Chapter 13.**

**Section 3. Occupant Remote Gate Controls:** As outlined in Chapter 8, Section 7 of the By-Laws, the APM shall be responsible for remote gate control devices for their occupants. The APM shall report occupant name changes for the gate control device(s) to the Fawn Lake Office for deactivation of prior occupant and activation for a new occupant. (See Chapter 8, Section 7 for more information on Gate Control responsibilities.) **Failure to comply with this Section will constitute a Class II violation.**

**Section 4. Emergency Notification:** APM shall have on file with the Fawn Lake Office current information on how they may be contacted in case of emergency. This shall include, at a minimum, a working phone number and mailing address. **Failure to comply with this Section will constitute a Class I violation.**

**Section 5. Occupant Violations:** The conduct of occupants, their family members or guests are the responsibility of the APM; therefore, in the event of a violation(s) by the occupants, their family members or guests, the notice of violation(s) and/or fine(s) shall be issued to the APM. The APM shall be responsible for notifying their occupant of the violation(s) and taking corrective measures to achieve compliance with Fawn Lake Commission By-Laws.

**Section 6. Absentee Member Property Standards:** Where applicable, APM shall be responsible for adhering to the Washington Residential Landlord-Tenant Act (Chapter 59.18 RCW). Additionally, APM and their occupants shall adhere to the Fawn

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Lake Commission Property Standards as set forth in Chapter 14, Section 3.

**Section 7. Motor Vehicles:** APM shall not be allowed to store a personal vehicle (Including an RV) on their property while it is being occupied.

## CHAPTER 16

### **AMENDING OR REPEALING THE BY-LAWS**

**Section 1.** To preclude ill-advised decisions, and to provide ample opportunity for full evaluation, any proposal to amend these By-Laws shall be fully stated in writing along with the reasons for such change. The proposal shall then be forwarded to the President of Fawn Lake Maintenance Commission. The President shall prepare the proposal for presentation to the Board of Trustees or to the members of the Commission as appropriate. The prepared proposal shall be delivered to or mailed to all parties concerned, at least three (3) weeks prior to the date anticipated for discussion and/or vote. See Chapter 5, **MEETINGS OF MEMBERS OF THE COMMISSION.**

#### **Section 2.**

A. Provided the provisions of Section 1 and Section 2 (b) have been complied with, the Board of Trustees shall have the power to amend or repeal these By-Laws by an affirmative vote of two-thirds (2/3) of the Trustees present, provided further that a quorum is present at a meeting called for that purpose.

B. Any By-Law that has been voted on by the members of the Fawn Lake Commission at large and passed by the required percentage as set forth in Section 3, cannot be amended, revoked or re-instated by the Board of Trustees.

**Section 3.** Provided the provisions of Section 1 above have been complied with, the members of Fawn Lake Maintenance Commission shall have the power to amend or repeal these By-Laws by an affirmative vote of two-thirds (2/3) of the members in good standing who are present at a meeting duly called for such purpose, provided a quorum of the membership is present, including proxy and absentee ballots.



## **CHAPTER 17**

### **DISSOLUTION**

Procedure for voluntary dissolution of the Commission shall be followed as set forth in Title 24 RCW, 24.03 Washington Non-Profit Corporations Act. In the event of the dissolution of the Corporation, each membership at that time shall receive its pro-rata share (on the basis of the number of lots owned) of the property and assets on hand after all of the Commission's debts and liabilities have been resolved and satisfied

## APPENDIX A

### COMMUNITY OWNED PROPERTY

Certain parcels of real property are categorized "Community Owned Property" on the original plat of FAWN LAKE. Reference property includes roadways, paths, parks and the like, all integral to the objects and purposes of the Fawn Lake Community as set forth in the Articles of Incorporation, dated June 1, 1966. Such Community-owned property is deemed not marketable, and resale is not possible until such time as Fawn Lake Commission ceases to function as a non-profit corporation under Title 24 of the Revised Code of Washington State.

Other parcels of real property are not clearly identified as to purpose on the original plat, but do in fact fit the above category; these are identified as follows:

Division	2, Lot 30	Hawthorn Park
	2, Lot 41	Lilac Park - N. Sewage Sump site
	2, Lot 53	Oak Park - Water Tank #1 & future Tank #2
Division	3, Lot 1	Gatehouse
	3, Lot 2	Well site 2
	3, Lot 3	Well site 3
	3, Lot 4	Division 3 - Pollution safety zone for well on Lots 2 & 3
	3, Lot 6	Drainage Line
	3, Lot 11	Pedestrian Access for Lots 16 & 17
	3, Lot 18	Maple Park - Community Drain field
	3, Lot 18A	Maple Park - Future development
	3, Lot 27	Cypress Park - S. Sewage Sump site
Division	4, Lot 1	Madrona Park - Cabana
	5, Lot 9, 10, 12	Willow Park - Safety zone for Well 4
	5, Lot 11	Willow Park - Well site 4
	6, Lot 1	Dogwood Park
	6, Lot 36	Cedar Park
	Sec. 4,	T 19 N, R 3 W, WM, Tract 1 of SW ¼ except portion platted.
	Sec. 4,	T 19 N, R 3 W, WM, NW ¼ of SE 1/4 except portion platted.