

FAWN LAKE MAINTENANCE COMMISSION (FLMC)
Shelton, Washington
www.fawnlakecommunity.com

BYLAWS

Adopted: July 11, 2023

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BYLAWS

FAWN LAKE MAINTENANCE COMMISSION

(As amended at Fawn Lake, Mason County, WA on July 11, 2023)

All italicized portion of the Bylaws 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 "**FLMC**". The address is 471 SE. Crescent Drive, Shelton, Washington, 98584.

CHAPTER 2

OBJECTS AND PURPOSES

Section 1. The FLMC 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 FLMC 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 FLMC and foreclosure as provided by law.

CHAPTER 3

MEMBERSHIP

Section 1. Membership in the FLMC shall be limited to the owner(s) of record of not less than one (1) lot in the Community of FLMC. Number of voting Membership shall correspond with the number of lot(s) owned – one (1) vote per lot. Upon transfer of ownership, Membership in the FLMC shall be automatically established in the name of the new owner or heir. See Chapter 8, Charges and Assessments for the change of ownership recording fee.

Section 2. 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 bind their heirs, personal representatives and assigns to pay all such charges and assessments. If any lot(s) are held in joint ownership, the several owners of such interest shall constitute a single Membership.

Section 3. Membership in the FLMC is in relation to the ownership of land at FLMC, therefore Members offering their lot(s) for sale or transfer are requested to inform prospective Members of the current assessments, Bylaws and obligations inherent with ownership; and to advise the FLMC Office and the FLMC of the new Member's name and address and date of possession. Buyers are responsible for doing their own due-diligence as related to any and all items addressed in these Bylaws.

Section 4. Members of the FLMC are requested to keep the FLMC Office informed of a change of mailing address and preference of the method of communication. Notices sent via mail or electronically to the last contact preference provided by the Member shall be deemed received by the Member. **Violation of the section constitutes a Class II violation as covered in Chapter 13 Section 4.**

Section 5. Membership shall entitle the holder(s) thereof to all privileges at FLMC including the use of road, the lake, and other common facilities, as well as the privilege to vote and to have access to FLMC's water supply. In the event a Member fails to fulfill their monetary obligations to FLMC, whether it be annual general assessments, special assessments, fines, or other charges, and a lien for such charges is 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 FLMC Board of Trustees 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 FLMC Board of Trustees and payments thereon are timely made. Any such suspension of privileges does not in any way effect the obligations of the Member as otherwise provided for.

Chapter 4

ELECTRONIC COMMUNICATION, MEETINGS AND VOTING

Section 1. Communication: All FLMC Members are requested to keep the FLMC Office informed, immediately, of a change of mailing address and preference of the method of communication. Notices sent via mail or electronically to the last contact preference provided by the Member shall be deemed as received.

Section 2. Board of Trustee Monthly or Special Meetings: Unless the articles or bylaws provide otherwise, the FLMC Board of Trustees may permit any or all Trustees or Members to participate in a regular or special meetings by, or conduct the meeting through the use of, one or more means of remote communication through which all of the FLMC Board of Trustees may simultaneously participate with each other during the meeting. A FLMC Board of Trustees participating in a meeting by this means is considered present in person at the meeting. For any meeting at which one or more FLMC Board of Trustees may participate by means of remote communication, notice of the meeting must be delivered to each FLMC Board of Trustees by a means which the FLMC Board of Trustees has authorized and provide complete instructions for participating in the meeting by remote communication. If the FLMC Membership is to have the ability to view regular or special meeting by, or conduct the meeting through the use of, one or more means of remote communication, unless specified by these Bylaws, notice of the meeting must be provided to each Member along with complete instructions for participating in the meeting by remote communication.

Section 3. Voting: Given the opportunity a FLMC Member, in good standing, may vote in person or unless the articles of incorporation or the bylaws otherwise provide, may vote by mail, by electronic transmission, or by proxy executed in writing by the member or by their duly authorized attorney-in-fact or by Absentee Ballot. No proxy shall be valid for more than eleven months from the date of its execution unless otherwise specified in the proxy.

CHAPTER 5

MEETINGS OF MEMBERS OF THE FLMC

Section 1. There shall be Semi-Annual meeting of the Members of the FLMC to be held during the second (2nd) quarter and during the fourth (4th) quarter of each year and at such place in Mason County, Washington or as otherwise determined by the FLMC Board of Trustees. The Corporate Secretary shall mail or deliver to each Member, as per their noted preference, notice of the time and place of such meeting at least fourteen (14) days and not more than fifty (50) prior to the appointed time. Notice mailed or electronically communicated to the last contact information given to the FLMC Office by the Member shall be deemed as received. If for any reason the meeting cannot be held on the scheduled date, a new date will be established and the Membership will again be provided fourteen (14) days and not more than fifty (50) days' notice prior to the newly appointed time.

Section 2. Special in-person meetings of the Members may be called at any time by the President; by two thirds (2/3) of the FLMC Board of Trustees, or by written request by no less than ten (10) percent of the Members, in good standing, of the FLMC. The special meeting shall be held at a convenient place in Mason County, Washington or as determined by the FLMC Board of Trustees. Upon receipt of a request in writing setting forth the purpose of such meeting (signed by the President; a majority of the FLMC Board of Trustees; or by ten (10) percent of the Members of the FLMC), the Corporate 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 Corporate Secretary shall issue written notice to each Member, as per their stated communication preference, by mail or via electronic means to the last known contact information on record with the Corporate Secretary to convey time, place and purpose of the meeting along with a copy of the agenda for the meeting. Notice must be provided at least ten (10) days prior to the date fixed for the special meeting. If the Corporate Secretary shall neglect or refuse to issue such call, the President, Trustees or Members making the request, may do so.

Section 3. As long as appropriate notice of the in-person meeting, including ballot forms, if applicable (See Ch. 4 Sec 3), have been provided as per Section 2 above, each Member in good standing, shall be entitled to one (1) vote on each item brought to a vote and shall decide any issue brought to a vote from the floor except as otherwise specified in these Bylaws. Those members not in good standing will not be entitled to a vote. (A Quorum is considered to be in effect when fifteen percent (15%) of the entire FLMC Membership, in good standing, is attending in-person, via proxy or absentee vote. A vote shall be considered approved by a two thirds (2/3) majority of votes cast by the Quorum).

Chapter 6

TRUSTEES

Section 1. Business of the FLMC *shall be managed by* an unsalaried *Board of Trustees not less than three (3) or more than eleven (11) Trustees* who shall be elected from the Membership Trustees shall serve for a period of three (3) years or until their successors are elected and take office excepting as noted in **Section 6** below. It is intended, to provide for continuity on the FLMC Board of Trustees, that the term of office for at least three (3) of the Trustees shall; overlap by one (1) year the terms of the remaining number of trustees. Trustees shall normally take office during the regular meeting of the FLMC Board of Trustees in June following their election excepting as noted in **Section 6** below. To be considered for a FLMC Board of Trustee position, the Member must be in good standing.

A. At no time will the FLMC Board of Trustees and offices of the President, Vice-President, Treasurer and Corporate Secretary be held by the same Member.

B. To reduce the chance of conflict of interest, any paid employee shall be asked to agree, as a condition of employment, that if they become/are property owners at FLMC, they will not seek to hold office on the FLMC Board of Trustees.

C. Each FLMC Board Trustees shall execute a Non-Disclosure agreement provided by FLMC.

D. All FLMC Board Trustees shall serve without salary.

Section 2. The Trustee responsible for Nominations and Elections may appoint an Election Committee in November for the purpose of seeking nominations to fill vacancies on the FLMC Board of Trustees of Trustees in June following their election.

A. The partial slate of nominees for Trustee positions will be announced at the second (2nd) quarter General Meeting of the Membership along with a verbal request for additional nominations from the floor. At the end of the Meeting all nominations will be closed.

B. A final ballot of all nominees for Trustee positions will be mailed or delivered to the Members, as per their communication preference, within fourteen (14) working days following the second (2nd) quarter General Meeting. Ballots will be forwarded along with written notice requesting completed ballots be returned to the address provided, and postmarked or hand delivered no later

than fourteen (14) days after the mail or delivery date of the ballots to the Members. Voting ballots to fill FLMC Board of Trustees positions will be mailed out to Members only if there are more nominations than available positions. Electronic Voting as noted in Chapter 4 may be an option to Members and will supersede Section 2 (B) above.

C. The Election Committee will count ballots or provide Electronic Balloting Counts in sufficient time to notify newly Elected Trustees prior to the regular Meeting of the FLMC Board of Trustees in June.

Section 3. The FLMC Board of Trustees shall have the general management and control of the business and affairs of the FLMC and shall exercise any and all of the powers that may be performed by the FLMC Board of Trustees under the Law, the Articles of Incorporation and these Bylaws. The FLMC 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 FLMC and the use of its property, assets and facilities.

Section 4. Monthly meetings of the FLMC Board of Trustees shall be held at such time and place as determined by a majority of the FLMC Board of Trustees. The meetings of the FLMC Board of Trustees may be conducted by methods such as telephonic, video or other electronic conferencing process as per Chapter 4. The Corporate Secretary shall notify absent Officers and Trustees of the date and location or method set for the next meeting.

A. Notice of time, place and method of the regular monthly meetings shall be made available to FLMC Members. Interested Members of the FLMC are urged to attend. Such Members desiring to present an item to the Trustees are requested to submit the item in writing to the Corporate Secretary, 14 (fourteen) days in advance of the Meeting.

B. Special or Emergency Meetings of the FLMC Board of Trustees may be called by the President by giving all Trustees at least a forty-eight (48) hour notice, by phone or email and ensure confirmation of acceptance. If the purpose of the meeting is the removal a Trustee, then that has to be included into the notice. Minutes of such Special Meetings shall be incorporated into the Minutes of the next regular Meeting.

Section 5. A majority of two thirds (2/3) of the Trustees shall constitute a quorum. Provided a quorum is reached, fifty percent (50%) of the Trustees plus one (1), present at a Meeting, shall decide any issue, except as otherwise provided by Law, the Articles of Incorporation and these Bylaws. 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 FLMC Board of Trustees, from the last slate of candidates or from the Membership at large, subject to an affirmative vote by the remaining FLMC Board of Trustees, referencing Section 5 above. Appointed Trustees shall hold the office until the second quarter General meeting. 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 FLMC Board of Trustees in a rolling twelve (12) month period, without being excused by the FLMC Board of Trustees, may be removed from the FLMC Board of Trustees.

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 they elect to resign, they may be suspended from Office by an affirmative vote of the FLMC Board of Trustees as per Section 5 above.

Said Trustee may also be removed from Office by a two thirds (2/3) affirmative vote of the Members, in good standing, at a semi-annual meeting as long as a quorum is present and as long as notice of the vote has been communicated to the Members as per Chapter 5, Section 1. (A Quorum is considered to be in effect when fifteen percent (15%) of the entire FLMC Membership, in good standing, is attending in-person, via proxy or absentee vote. A vote shall be considered approved by a two thirds (2/3) majority of votes cast by the Quorum). Should a quorum not be present, the Trustee will remain suspended for the remainder of their term. Should a quorum be present and the vote is not affirmative for removal, the Trustee will be immediately reinstated to their role as Trustee. Should a quorum be present and the vote is affirmative for removal, the Trustee will be immediate removed from their role as Trustee.

Chapter 7

APPOINTMENT OFFICERS AND DUTIES

Section 1. The Officers of the FLMC shall be the President, Vice-President, Corporate Secretary and Treasurer. The offices of the President and Vice President shall be elected from the seated Board of Trustees. The offices of the Treasurer and Corporate Secretary shall be determined by the President. The officers shall be elected and/or selected, as applicable above, 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 FLMC at large, therefore qualified and experienced candidates are a major consideration in making appointments.

B. The President, Vice-President, Treasurer and Corporate Secretary shall serve without salary.

C. Bookkeeping, accounting and related office requirements of the FLMC may be performed by an employee or under contract by a professional office service. Best practices state that FLMC have the books audited by an independent CPA, or CIA (Certified Internal Auditor) on a yearly basis. The FLMC Membership must vote affirmatively each year to NOT have an audit performed. This vote may take place at any semi-annual General meeting or by ballot or voting as per Chapter 4 where 67% (2/3) of the Members in good standing vote affirmatively, provided a quorum (15%) of the Membership votes by ballot, in person or by proxy,

Section 2. Duties and responsibilities of the appointed Officers:

A. **PRESIDENT** - The President shall be the executive head of the FLMC and shall preside at all meetings of the FLMC Board of Trustees and meetings of the Membership at large; they shall compile the agenda for such meetings. The President shall provide for overall General Administration and management of the FLMC's Operations and to this end will appoint Trustees and/or Members of the FLMC to serve as Corporate Secretary or Treasurer on Standing Committees, as noted in Chapter 9. Other than the Standing Committees, listed in these Bylaws, they shall establish, with the approval of the Trustees, other special committees as may be required. The President and the Vice-President, or in their absence, a minimum of two (2) trustees with one (1) trustee being responsible for the Standing Committee requesting the contract, shall sign all contracts, deeds, bonds and other obligations of the FLMC and all other

instruments. Letters should be approved by the President, Vice-President or the Trustee issuing the Letter.

B. VICE-PRESIDENT - The Vice-President shall preside in the absence of the President or in the event of the President's inability to act. As a result, duties and responsibilities of the Vice-President are, at such times, as assigned to the office of President. The Vice-President may also be assigned other duties by the President, as needed.

C. CORPORATE SECRETARY - The FLMC Corporate Secretary shall be responsible for all meeting notices, minutes of the meetings of the Membership and FLMC Board of Trustees, determine if a quorum is present at such meetings, and shall have charge of all the FLMC Association books, records, and papers. Duties would include the following, but not be limited to:

1. Ensures notices for all future meetings to be posted on the community reader board, by emails to Members, in newsletters, and at community meetings.
2. Documents minutes of Community Meetings (Monthly and Semi-annual General Meetings), summarize minutes for FLMC Board of Trustees approval, and post minutes on the FLMC website.
3. Compiles listings of Members in Good Standing for attendance at community meetings and to verify qualifying quorums are present to conduct community and FLMC Board of Trustees business.
4. Oversees the method of records collection, filings, and duration of needed records in FLMC files.
5. Maintains historical records of FLMC Board of Trustees elections and any community Bylaws voting processes.
6. If at any meeting the Corporate Secretary shall be absent or unable to perform these duties, the President is authorized to appoint a Corporate Secretary Pro Tem.

D. TREASURER - The FLMC Treasurer shall be responsible for overseeing the FLMC Association's financial assets, maintaining the budget and other financial records and shall be included as a signatory on financial accounts requiring a minimum of two FLMC Board of Trustee's signatures. Duties would include the following, but not limited to:

1. Keeps safe all money in bank accounts for operations and reserves funding.
2. Prepares and keeps a complete accounting of the financial records of FLMC Association.

3. Supervises the activities of the Bookkeeper and oversight of designated Certified Public Accounting firm (CPA). Manage contracts of Bookkeeper and CPA firm.
4. Reviews all monthly and annual financial reports for accuracy and approval.
5. Presents financial reports to the FLMC Members at semi-annual General Membership meetings and at all other times as required including monthly community FLMC Board of Trustees meetings.
6. Plans, directs, and oversees annual operations and reserve funding budget planning.
7. Proposes operations and reserves funding budgets for review and approval by the FLMC Board of Trustees.
8. Reviews and signs off on expenditures over \$1,000 (one thousand dollars) and present to the FLMC Board of Trustees for approval any expenditure over \$2,000 (two thousand dollars).
9. Recommends audits as required by FLMC Bylaws to ensure integrity of FLMC financial accountability.
10. Reviews department/committee financial statements with designated Trustees and escalates expenditure overruns to the FLMC Board of Trustees for evaluation and corrective action if required.
11. Ensures annual tax filings as required by the IRS and any other taxing entity are timely and properly executed by the designated CPA firm. Review tax preparation documents with the FLMC Board of Trustees prior to authorizing signature by the FLMC President.

Section 3. Officers and/or Trustees empowered to co-sign checks or handle funds of the **FLMC** shall be bonded for not less than Twenty-Thousand Dollars (\$20,000.00). Any professional bookkeeping service or on-site bookkeeper that serves the **FLMC** 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 objects and purposes expressed in Article II of the Articles of Incorporation and these Bylaws, the FLMC 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 FLMC.

Section 2. The authority to levy charges and assessments against lots and to impose liens thereon has been granted to the FLMC Board of Trustees by Members, 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 their 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 FLMC Bylaws. For this purpose, and for all other purposes under these FLMC Bylaws, 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 subdivided lots or to limit the obligation on any lot to assessments shall not bind FLMC and violates the intent of the original covenant.

B. The obligation to pay past 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 FLMC. While the obligation herein shall become a lien which runs with the land, said obligation for all authorized charges and assessments, including cost and attorney's fee, shall also be the personal obligation of the owner(s) incurring same. Such charges and assessments shall encompass interest on delinquent accounts and the costs of collecting the same, including legal fees incurred.

C. Payment is the obligation of Member (property owner) of record;

D. A one-time Administrative Membership Fee of twenty-five percent (25%) of the annual general assessment will be charged to all new property owners in FLMC to cover record keeping costs of setting up their new FLMC Account. This fee will also apply to Absentee or Onsite Members when new

tenants occupy their property.

A one-time fee of fifteen percent (15%) of the annual general assessment will be charged to all Members or their agents requesting FLMC documentation as mandated by a Purchase and Sales Agreement. Such a fee must be paid to the FLMC Office prior to the release of the documentation.

E. All Members will be required to notify the office within 14 calendar days of a new tenant residency or if they have vacated. This applies when all tenants vacate or when any individual tenant leaves or takes occupancy. The administrative fee will only be applicable if the Member experiences an entire tenancy change. Such notice shall be submitted on the Resident Information and Emergency Form. Failure to notify the office and/or pay the administrative membership fee, if applicable, will result in a Class III violation as per **Chapter 13 Section 4**

Section 3. Annual general assessment for operations, maintenance and reserve funding and special assessments

A. The Annual general assessment set by the FLMC, for general operations, maintenance and reserve funding, 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 FLMC. Assessments will be based on the approved operating, maintenance and reserve budgets for the coming year. Annual budgets shall be increased by the local cost of living index each year or as voted by the FLMC Board of Trustees.

1. The approved Operating, Maintenance and Reserve Budget are to be completed on or before December 1st.
The FLMC Board of Trustees may levy special assessments for specific purposes for a definite period of time, when it is deemed necessary, and for an extraordinary purpose. A special assessment is outside the scope of the annual budgetary process.
2. The President of the FLMC shall cause to be mailed or delivered to the Members, as per their noted communication preference, to the contact information given to FLMC Office, to include an itemized statement of costs prior to the date, with such charges and assessments due and payable. Notice mailed or electronically communicated to the last contact information given to the FLMC Office by the Member shall be deemed as received.

Statements of routine annual charges for operations and maintenance shall be delivered to Members on or around January 5th, as per their

communication preference. In addition, the statement will itemize all other charges past due, for example: prior year's 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. Annual General Assessment amounts come due on January 1st and may be paid in increments of fifty percent (50%) due April 1st of the new budget year and fifty percent (50%) due October 1st. Lots will become subject to lien on April 2nd of the budget year if the first installment is unpaid and on October 2nd if the second installment remains unpaid.

A charge of one percent (1%), per month (compounded monthly), with a minimum amount of \$10 (ten dollars) per month will be charged on all outstanding charges, whether they be assessments, fines, reimbursement for damages, costs, attorney's fees, or any other monies due the FLMC. In addition, thereto, if any charges are delinquent, requiring the FLMC to prepare additional statements to be mailed to the delinquent party(s) an additional late fee of \$25.00 may be charged, per provided statement, in order to reimburse the FLMC 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 FLMC Board of Trustees also reserves the right, at its sole discretion, via an affirmative vote, to waive interest and charges when circumstances, pertinent to individual Member, so justifies.

4. Any Members account remaining delinquent will be the subject of a lien filing actions unless a provision has been made, in writing, with the FLMC Board of Trustees for partial payments or other means of satisfaction. Foreclosing procedures may commence four months after the duly filed liens. Once foreclosure proceedings are authorized, as per the above, all additional amounts past due may be subject to liens 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 the encumbrance, that being the date of recording of the covenants. The lien filed by FLMC for non-payment of all assessments and any other accrued charges as noted in Section 3 above and as defined herein, is secondary to a mortgage but prior to any other lien, 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 Bylaws, or the Declaration of Charges, Assessments & Liens, if the FLMC prevails in that action, Member(s) shall be responsible to pay all of the FLMC'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 or not liens are filed. The FLMC Board of Trustees 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 FLMC Board of Trustees, FLMC employees and/or contracted entities of FLMC in relation thereof.

Section 4. Charges for protection of private property

In the event urgent circumstances prevail and the FLMC Board of Trustees acts on behalf of the Member to limit damage or loss to said Member lots within FLMC, the pertinent Member will be assessed the costs of labor and material. In the event the FLMC Board of Trustees is compelled to turn off water to a lot to prevent damage, the Member will be charged a fee as deemed appropriate by the FLMC Board of Trustees. Notwithstanding such circumstances, the FLMC Board of Trustees assumes no obligation to detect and correct issues related to a Members property.

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 FLMC Maintenance. In addition to the other assessments authorized by this chapter, the FLMC Board of Trustees shall assess each lot connected to the system the actual cost incurred by the FLMC in the operation, inspection, maintenance, repair or replacement of the system.

In order to build a contingent fund for anticipated and unanticipated expenses, the FLMC Board of Trustees may 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 FLMC Board of Trustees, all funds deposited there shall be distributed to the Lots contributing said funds.

Section 6. Homestead Protection

Nonpayment of association assessments, or other costs noted in Chapter 8, 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 Assessments, fines and fees may purchase a remote(s) and are responsible for the following:

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

B. If a remote is stolen, the Member shall report it to the sheriff's office.

C. A remote(s) that is purchased for family, friend or a renter, shall be in the Member's name and the Member shall be responsible for any action or use of said remotes.

D. Non-member occupants are not allowed to purchase or 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 (C), and the absentee Member shall be responsible for the action and use of said remote(s).

E. Upon the sale and transfer of ownership of any FLMC Property, the remote(s) owned by the Member will be deactivated. It is the responsibility of the incoming Member to purchase new remote(s) from the FLMC Office

Violation of this Section constitutes a Class II Violation as covered in Chapter 13 Section 4.

CHAPTER 9

STANDING COMMITTEES

It is the President's responsibility to establish the following standing committees by assigning the responsibilities to a FLMC Board Trustee to assure the objects and purposes of the FLMC; to prevent deterioration of facilities; and in general to protect the vested interest of all FLMC Members.. Where possible one Standing Committee will be assigned to each Trustee but in some cases, more than one Standing Committee will be assigned or a Trustee may not be assigned a Standing Committee.

Section 1. OFFICE OPERATIONS shall review and update as necessary the administrative processes of the FLMC to assure that sound business and office procedures are followed. They shall be the custodian of all deeds, contracts, maps, documents, letters and records pertaining to the FLMC and ensure continuity of recordkeeping. When requested, copies of pertinent records may be charged to individuals. They shall oversee the signatures of two of the three individuals authorized to co-sign checks relating to expenditures approved by the FLMC Board of Trustees, and likewise shall oversee 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 FLMC. With reference to financial matters, the fiscal year is from 1 January through 31 December.

Section 2. COMMUNITY LIAISON & ENTRY GATE shall work closely with the Membership and FLMC Board of Trustees in matters of community relations and concerns; working as liaison with Mason County Emergency Response Services. They shall provide general guidance over the Membership and make recommendations for improvement in community communication; reporting and referring to the FLMC Board of Trustees as deemed appropriate. In addition, if applicable, they shall provide an interface between FLMC and any contractor hired to supply and/or maintain the Gate and its components and liaise with the Maintenance Technicians on matters regarding the Gate.

Section 3. PARKS, GROUNDS & ROADS shall maintain a surveillance program of preventative maintenance with reference to roadways, ditches, culverts, and brush/weed control. They shall maintain a surveillance program of preventative maintenance with reference to Community grounds. Makes recommendations to the Maintenance Technician(s) in matters concerning FLMC maintenance and to the FLMC Board of Trustees with reference to maintenance needs of grounds, i.e., volunteer labor, contracting services and materials, and all matters bearing on roads and FLMC owned grounds. They shall assure that Community-owned equipment is kept in operating condition and make recommendations to the FLMC Board of Trustees when replacement of equipment is required.

Section 4. BUILDINGS & BUILDING PERMITS shall remain alert to all construction within the Community to assure compliance with Mason County and FLMC building codes. Ensure that any new construction has completed the FLMC Building, Construction & Tree Removal Application and provides such approval accordingly. Reviews permits as may be needed from the County and report violations to the county as needed. Toward that end, reviews plans and specifications, and advises Members of restrictions and limitations as set forth in these Bylaws

Section 5. 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. Ensures that any water over-usage is communicated to the Members, as needed, and that Membership water meters are read and reported as per the necessary schedules. Makes recommendations to the FLMC Board of Trustees with reference to maintenance needs and improvements.

Section 6. 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; liaise with Corporate Secretary in preparing ballots, mailing or delivering ballots based on FLMC Members contact preferences and counting ballot results; and finally reporting a summary of the results for publication in the Newsletter and/or displaying on the community message board indicating where FLMC Members can find results. See Chapter 6, Section 2.

Section 7. LAKE & DAM shall maintain a surveillance program on the condition of the lake & dam, making recommendations to the FLMC Board of Trustees with reference to the needs of the lake or dam, 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. They shall 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. They shall make recommendations to the FLMC Board of Trustees with reference to fishing policies and enhancement. They shall ensure that the proper inspections and reporting is done and reported to maintain compliance with the State of Washington, Department of Ecology.

Section 8. SEPTIC SYSTEMS shall maintain a surveillance program of preventative maintenance with reference to the FLMC sewage mains, sumps, sump pumps, and drain field(s), including monitoring, advising and maintaining records as it relates to Members septic tanks. In addition s hall maintain a program to ensure preventative maintenance with reference to the Members septic tanks serviced by the community-owned drain field and the drain field itself. They advise Members of their responsibility in inspecting privately owned septic tanks and the need to provide the

FLMC Office a copy of any inspection and septic pumping, if needed, with a 30 days of inspection, pumping and/or repair. They shall ensure those records are maintained in a database as well as the property files and shall review records to ensure, in conjunction with efforts by the Mason County Health Department, that an appropriate timeframe of pumping is maintained. They shall liaise with Mason County Health Department, as needed, to ensure community compliance. They will make annual recommendations, as a minimum, to the FLMC Board of Trustees with reference to maintenance needs and improvements.

Section 9. BYLAWS INFRACTIONS & COMPLIANCE shall review and update as necessary the Bylaws and compliance processes of the FLMC to assure that our community's living conditions and environment are safe and sound. They will respond to feedback from the FLMC to ensure that infractions have been committed and provide information to the FLMC Office so they can prepare Infraction Letters to the appropriate Member. They will work with the Trustee responsible for Office Operations to monitor Members Response of all by-law infractions committed within FLMC, and coordinate with the FLMC Office to reissue further notices as needed and ensure infractions and their outcome are effectively recorded in a database to ensure the spirit and intentions of the FLMC Bylaws are upheld.

Section 10. TRUSTEE AT LARGE shall make themselves available to assist the FLMC Trustees in a manner that is commensurate with their experience and the needs of the FLMC Trustees. This may entail special projects, liaison responsibilities, drafting responsibilities or any other duties that assist the board in accomplishing its objectives.

CHAPTER 10

ORDER OF BUSINESS

In general, all meetings of the Members and of the FLMC 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 Officer's & Trustees;
- Water Master's Report, if applicable;
- Approval of Minutes of Previous Meeting;
- Activity and Member Club(s) Reports;
- Reading of Communications,
 - Hearing & Ethics Review Requests
 - Member(s) Communications Received;
- Treasurer's Report;
- Standing 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 and 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 Hearing & Ethics Committee. At least five (5) of the eight (8) members of the Hearing 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 be the same 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 H & E 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 Hearing & Ethics 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. Hearings 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 Bylaws 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 Tuesday 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 member's 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 their 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 are present, the hearing shall proceed. If neither the complaining member(s) nor the issuer of the notice of violation are not 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 recipient of 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 recipient may also admit to the violation and present an argument as to why the fine should be reduced or suspended.
 - f) The Hearing 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 recipient 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 of the question.
 - g) The Hearing Committee shall vote by secret ballot as to whether the notice of violation is valid, or is not valid. In the event the recipient has admitted the violation, but requested a reduction or suspension of the fine, the vote shall be as to whether or not the fine should be suspended or reduced as requested.
 - 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 Hearing 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. 1 through No. 6. 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 FLMC 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 FLMC 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 FLMC, the owner or purchaser of such lot shall convey to the FLMC all right, title and interest which such owner or purchaser may have in such lot. In any court proceeding to enforce such option, the FLMC 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 Bylaws of the FLMC.

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 Member'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 FLMC acquired by any party by virtue of a proceeding for the enforcement of liens or liability under these Bylaws, 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 FLMC, who is in good standing, may submit a Notice of a violation. A "Resident Feedback Report Bylaws Violation" form, with the required information, must be submitted to the FLMC Office. Forms are located in the FLMC Office or on the FLMC website.

The Trustee responsible for By-Law Infractions and Compliance will investigate and initiate the violation process as outlined in this chapter and Chapter 9 Section 12 of the FLMC Bylaws.

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 Member/Landlord, 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 and be the responsibility of the Member/Landlord.

Section 3. Correction of violations: The Member shall correct any violation(s) within fifteen (15) days of notice of violation, except as noted below.

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 Trustee responsible for By-Law Infractions and Compliance, for approval, 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 is not acceptable to the Trustee responsible for By-Law Infractions and Compliance, 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 Violation Fines: Fines shall be issued based on the class of the violation and in the amounts as follows:

Class I Violation:

1st Offense: A letter of warning.

2nd Offense or noncompliance: The fine shall be 20% of the annual assessments for that year.

Class II Violation:

1st Offense: The fine shall be 20% of the annual assessments for that year.

Class III Violation:

1st Offense: The fine shall be 30% of the annual assessments for that year.

Class IV Violation:

1st Offense: The fine shall be 40% of the annual assessments for that year.

Failure to correct a notice of violation to the satisfaction of the FLMC Board of Trustees shall result in the fine doubling each thirty (30) days.

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

Section 5. Failure to correct a violation and/or non-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 7, Subsection A and B.

Section 6. Any repeat violation within a one (1) year period may result in the fine being the same as the original one-hundred eighty (180) day noncompliance charge for the Class II – IV and second offence of Class I Violation and may result in the as outlined in Chapter 13, Section 7, Subsection A and B.

Section 7. Prior to instituting the actions below, Members will be provided a notice to cure. If there is no response within the stipulated timeframe as stated in the notice, the FLMC Board of Trustees may vote on the implementation of A and/or B below.

A. Water to the Members lot being shut off.

B. 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 FLMC Member (s) incurring same.

CHAPTER 14

DECLARATIONS OF PROTECTIVE RESTRICTIONS

Section 1. General: The provisions of Chapter 12, Section 1, apply.

The invalidation of any one of 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 FLMC 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 Trustee responsible for Buildings & Permits for approval prior to the commencement of any activity. The Application is available either in the FLMC Office or on the website.

1. Only Members in good standing who have paid in full all assessments, fines and fees may be issued FLMC approval.
2. Any problems or requests for variances of the FLMC Bylaws as outlined in this Chapter must be submitted in writing to the FLMC Board of Trustees and shall be resolved by a quorum majority decision of the FLMC Board of Trustees.
3. Any tree removal must be done in accordance with Mason County regulations and FLMC Standards.
4. Members are not allowed to remove any trees on FLMC owned property or designated trails within the community without the approval of the FLMC Board of Trustees. A Member(s) may submit a request to the FLMC Board of Trustees if there is a tree(s) they want removed.
5. **Violation of this Subsection constitutes a Class II violation as covered in Chapter 13 Section 4.**

B. The Trustee responsible for Buildings & Permits will review the Application and the Mason County and/or Washington State permits to ensure they meets the FLMC Bylaws. The Trustee responsible for Buildings & Permits will provide a decision of approval/disapproval within thirty (30) calendar days from the date the Application was submitted. The Trustee, responsible for Buildings & Permits, upon request, shall be

allowed access to the FLMC Member's property to ensure that FLMC Bylaws are being met and that the appropriate permits and inspections are in order. **Violation of the subsection constitutes a Class II violation as covered in Chapter 13 Section 4.**

*C. Except for such lots as may be dedicated or used for Community purposes, each lot within FLMC 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 Section 4.***

D. All buildings constructed, placed or maintained, permanently or temporarily, for residential purposes on any such lot shall be of permanent non-mobile construction. No dwelling shall be constructed, placed or maintained 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 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 old shall not be allowed to be placed and/or moved into the FLMC Community. All homes brought into FLMC 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) or more FLMC Board Trustees is required prior to entry of the home into FLMC. These Trustees shall be compensated by the Member and/or contractor for out of pocket expenses incurred in the inspection. **Violation of this Subsection constitutes a Class II violation as covered in Chapter 13 Section 4.***

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 Section 4.***

F. All setbacks and easements shall be in accordance with established 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 which 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 that 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 Section 4.

*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 Section 4.***

H. No dwelling, guest house or outbuilding 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 Section 4.

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 FLMC office. **Violation of this Subsection constitutes a Class III violation as covered in Chapter 13 Section 4.**

Section 3. Dwellings, Structures and Property Maintenance Standards

In order to preserve and protect property values and Member's investments in their properties, 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 vacant or lived in, or where applicable, vacant lots.

A. 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 and Mason County Title 6.76.070. 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 results of such testing shall be filed with the FLMC Office within 30 days of testing.

The FLMC Board of Trustees may deem necessary the testing of septic tanks within FLMC 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 Member shall bring the system into proper functioning order within thirty (30) calendar days of such notification and provide verification of work performed to the FLMC Office within 30 days of completion. The FLMC Board of Trustees may extend this time period for

good cause. Failure to comply shall be basis for the FLMC Board of Trustees to contract necessary work to place septic tank and lines in a property functioning condition and to charge the Member(s) for the cost of such testing and 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 FLMC Community-owned drain field system; the Member(s) of such septic tanks shall be required to have their tanks inspected and pumped, as necessary, (per WAC 246-272A-0270 and Mason County) 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. In addition, properties serviced by the Community-owned drainfield will be responsible for any Annual Operating Permit Fees as per WAC 246-272-3000. If circumstances justify variance from this requirement, the Member(s) may request variance approval from the FLMC Board of Trustees.

The FLMC Board of Trustees may deem necessary the testing of such septic tanks 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 Member shall bring the system into proper functioning order within thirty (30) calendar days of such notification and provide verification of work performed to the FLMC Office within 30 days of completion. The FLMC Board of Trustees may extend this time period for good cause. Failure to comply shall be basis for the FLMC Board of Trustees to contract necessary work to place septic tank and lines in a property functioning condition and to charge the Member(s) for the cost of such testing and work. Payment by the Member is due and payable within thirty (30) calendar days of notice. Failure to pay may result in a lie

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 blankets, bedding material or flags 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 must 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.

B. All Members shall be responsible for the maintenance and overall appearance of their property and shall 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.

C. 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 Members 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 FLMC 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 Section 4 unless otherwise stated.

Section 4. Miscellaneous Restrictions:

A. Signage: "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 Section 4.**

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 Section 4.**

C. No firearms, air guns, arrows, slingshots, BB guns or similar hunting devices shall be used within the FLMC Community. **Violation of this Subsection constitutes a Class II violation as covered in Chapter 13 Section 4.**

D. No commercial or business activities generating traffic or solicitations of any kind within the FLMC 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 Section 4.**

E. No motor vehicle shall be operated on the roads of FLMC 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 FLMC Community or operated on the roads of FLMC Community, shall conform to Washington State laws regarding rules of the road, operation of a motor vehicle, licensing and including proof of insurance.
2. 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 FLMC property. A junk vehicle is defined as any vehicle with broken windows, missing or flat tires, motor missing, and any vehicle that will not start and/or has a license plate that has expired.
3. Members who have "project cars" that are being restored for personal use shall conform to the listed Bylaws and restrictions. Commercial restoration and repair projects are not allowed in FLMC. Members must provide proof of vehicle ownership, a current vehicle license, and proof of insurance.
4. 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.
5. Members will insure 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 their FLMC property.
6. At no time may the vehicle be parked near or on the roadway.
7. All of the above provisions must be met before a "project vehicle" permit request will be approved by a vote of the

FLMC Board of Trustees. 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 Section 4.**

G. Internal Combustion Motors for fishing or pleasure boating are prohibited from being attached to any floating device within Fawn Lake regardless of whether the motor is in the water or not. Members and their guests may use only electric driven outboard motors not to exceed 110 Thrust. All boats on the shores of Fawn will clearly have the name and address of the Member inside the bow on the starboard side. **Violation of this Subsection constitutes a Class II violation as covered in Chapter 13 Section 4.**

H. Washington State Game Fish Regulations apply to Fawn Lake. Members in good standing, their immediate family and guests are entitled to fish Fawn Lake.

I. In ground or stand-alone swimming pools and/or hot tubs are permissible provided Mason County permit, construction and sanitary requirements are complied with, if required. No pool or hot tub shall be discharged into septic systems, in any manner, nor discharged to flow directly into the lake, via a drainage ditch or creek or in another other manner that would contaminate the Fawn Lake. In addition to the standard assessments prescribed in Chapter 8 of these Bylaws, an annual charge for water may be levied on the Members with any swimming pools and/or Hot Tubs..

No member will cause to throw, drain, run, or allow to seep or otherwise discharge into any of the waters of Fawn Lake any organic or inorganic matter that shall cause or tend to cause pollution of the lake.

Violation of this Subsection constitutes a Class II violation as covered in Chapter 13 Section 4

J. No animals, livestock or poultry shall be raised, bred or kept on any

lot within the FLMC 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 Section 4.**

K. Members shall restrain their dogs with a leash when walking them beyond the confines of their property. Members are expected to pick up their dogs pet excrements while walking their dogs in all FLMC community areas and private property of other Members. Dogs are prohibited from running loose on FLMC roads. 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. Dogs are also **prohibited** from designated swimming areas by order of Mason County Health Department. Members shall be responsible for any of their guests or invitees whose dogs violate this section. **Violation of this Subsection constitutes a Class I violation as covered in Chapter 13 Section 4.**

L. The number of pets is hereby limited to a maximum of two dogs and/or cats per household (2 pet's total). **Violation of this Subsection constitutes a Class I violation as covered in Chapter 13 Section 4.**

M. A Member of FLMC will 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 their dependents. Opening FLMC 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 FLMC 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 FLMC or law enforcement officer. **Violation of this Subsection constitutes a Class IV violation as covered in Chapter 13 Section 4.**

N. All motor homes, truck campers or travel trailers, shall be maintained in road ready condition, currently licensed, as required by governing authorities, and shall be neatly and orderly maintained. Any motor home, truck camper or travel trailer that will be within the FLMC Community, for any purpose shall meet the following requirements:

1. Have a proper waste disposal system that meets Mason

County Health Regulations or

2. 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.
3. A Member may have a guest RV visit their lot for not more than 14 days in one calendar month.
4. When an RV is not being actively used, all personal property shall be kept within the RV or in a storage unit. If an RV is to be covered, the Member shall use a cover specifically designed for this purpose.
5. No such vehicle shall be occupied except by special permission of the FLMC Board of Trustees, and only in the event that it is occupied during the construction of a permanent dwelling. In the event that such a vehicle is placed or remains upon property within the FLMC Community and is occupied after the construction of the permanent dwelling is completed, the FLMC Board of Trustees may notify the owner of said vehicle or Member that they are in violation of the By-Law of the FLMC. Upon the expiration of thirty (30) days from the giving of such notification by Certified Mail, to the owner of said vehicle, the FLMC Board of Trustees may authorize the removal of the offending vehicle and place same in storage. The notification given to the Member shall inform the Member/owner that the FLMC Board of Trustees 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 FLMC 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 Section 4.

O. 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 Member or renter should notify the FLMC Office immediately. If the leak is on a Member's property, the Member should immediately turn off their water supply to minimize water loss. Members are invited to report any and all leaks located on FLMC property or leaks visible on other Members property.

When a leak is reported to the FLMC Office and the Member is not reasonably available, [i.e., Members who live out of area, are on extended vacations or not on the premise in an immediate emergency], the FLMC Water Technicians will shut off the water and attempt to notify the Member that repairs are necessary before the property is re-occupied.

The Member or tenant will consult with FLMC Water or Maintenance Technicians or the Trustee responsible for Water Systems about the status of the leak to possibly determine its cause. If it is determined that it is the responsibility of the Member, the Member will make immediate arrangements to have the leak repaired within 72 hours of the initial report of the leak.

If the FLMC determines that the leak must be repaired immediately, the Office will attempt to consult with the Member prior to arranging for a private contractor to immediately repair the leak. All costs for the repairs, to include a \$250 service fee for time spent by the Fawn Lake Maintenance and/or Water Technicians, will be billed to the Member and will be due upon receipt of the invoice.

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 Section 4.

3. Water Conservation Fees will be assessed to a Member 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 in excess of 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.

P. FLMC has in-place 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 (dusk to dawn) within the gated confines of our community. The FLMC encourages a Member parent(s) to ensure that their children and any underage visiting guests adhere to our community rules and desires to maintain a safe community during evening hours.

The Trustee responsible for Bylaws and Compliance shall have the authority to issue notices of violation for curfew violators. Notices of violation and fines shall be issued to the Member parent(s) for their child and any child visiting who has been caught loitering, trespassing or roaming the streets of FLMC Community during the hours of darkness. **Violations of this subsection constitute a Class II violation as covered in Chapter 13 Section 4.**

Section 5. *The FLMC is authorized to take whatever measures may be necessary to enforce the Bylaws and the administration of Fawn Lake. All Bylaws and Covenants may be enforced by any remedy permitted by Law. In addition, the FLMC may enforce Section 3(A), 3(B) and 3(C) 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. FLMC 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 FLMC, 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 register a lien on a property owner in the same manner as above for charges and assessments.*

CHAPTER 15

Responsibilities of Absentee or Rental Property Members

Section 1. General: This chapter outlines the general responsibilities of Absentee or Rental Property Members. Members must provide a current copy of the FLMC Bylaws for their tenants and impress on them their responsibility with regard to being good neighbors and Member of the Community. The conduct of renters is the responsibility of the Member/landlord and notice of violation and/or fines shall be issued to the Member/landlord.

Section 2. Occupant Changes: Refer to Chapter 8 Charges and Assessments. **Failure to comply with this Section will constitute a Class II violation as covered in Chapter 13 Section 4.**

Section 3. Occupant Remote Gate Controls: Refer to Chapter 8 – Charges and Assessments **Failure to comply with this Section will constitute a Class III violation as covered in Chapter 13 Section 4.**

Section 4. Emergency Notification Non-resident Members with or without renter in their property must have current information in the FLMC office in case of emergency. This must include, as a minimum, a current valid phone number and mailing address. **Failure to comply with this Section will constitute a Class I violation as covered in Chapter 13 Section 4.**

Section 5. Occupant Violations: The conduct of occupants, their family Members or guests are the responsibility of the Member; 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 Member. The Member shall be responsible for notifying their occupant of the violation(s) and taking corrective measures to achieve compliance with FLMC Bylaws.

Section 6. Member Standards: Where applicable, Member shall be responsible for adhering to the Washington Residential Landlord-Tenant Act (Chapter 59.18 RCW). Additionally, Member and their occupants shall adhere to the FLMC Property Standards as set forth in Chapter 14, Section 3.

Section 7. Motor Vehicles: Member shall not be allowed to store any personal property (including a vehicle or RV) on their property while it is being occupied by a paying or non-paying renter.

Chapter 16

AMENDING OR REPEALING THE BYLAWS

Section 1. To preclude ill-advised decision, and to provide ample opportunity for full evaluation, any proposal to amend these Bylaws shall be fully stated in writing on the FLMC Bylaw Change Form, along with the reasons for the requested change. The proposal shall then be forwarded to the President of FLMC. The President shall prepare the proposal for presentation to the FLMC Board of Trustees and to the Members of the FLMC, as appropriate. The prepared proposal shall be delivered to all parties concerned, at least three (3) weeks prior to the date anticipated for discussion and/or vote (Chapter 5 Section 2 & 3).

Section 2.

- A. Provided the provisions of Section 1 above have been complied with, and solely for the purpose of amending FLMC Bylaws, the FLMC Board of Trustees shall have the power to amend or repeal these Bylaws 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. A quorum will consist of two thirds (2/3) of the seated Trustees.
- B. Any by-law that has been voted on by the Members of the FLMC, at large, and passed by the required percentage as set forth in Section C cannot be amended, revoked or re-instated by the FLMC Board of Trustees,
- C. Provided the provisions of Section 1 above have been complied with and any proposal to amend these Bylaws shall be fully stated in writing on the FLMC Bylaw Change Form, along with the reasons for the requested change and forwarded to the President, the Members of FLMC have the power to amend or repeal these FLMC Bylaws by an affirmative vote of two-thirds (2/3) of the Members in good standing, including proxy and absentee ballots, provided further that a quorum is present at a meeting duly called for such purpose and further provided that prior notice of such meeting shall have been issued as prescribed in Chapter 5 of these Bylaws. (An affirmative vote is considered as two thirds (2/3) of the Membership/Proxy or Absentee votes as noted above. A Quorum is considered 15% of the Members in good standing of FLMC).

Chapter 17

DISSOLUTION

Procedure for voluntary dissolution of the FLMC 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 of hand after all of the FLMC'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 FLMC. Reference property includes roadways, paths, parks and the like, all integral to the objects and purposes of the FLMC 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 FLMC 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	Gatekeeper dwelling site
	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 18	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
Section 4		T 19 N, R 3 W, WM, Tract 1 of SW 1/4 of NW 1/4, except portion platted
Section 4		T 19 N, R 3 W, WM, NW 1/4 OF SE 1/4, except portion platted
Section 5		T 19 N, R 3 W, WM, E 1/2 OF NE 1/4, E of RR R/W, except portion platted

Section 5

T 19 N, R 3 W, WM, N 1/4 of SE 1/4, E of RR R/W,
except W 1/2 of NW 1/4 of SE 1/4 and portion platted.

These BYLAWS are duly adopted by FAWN LAKE MAINTENANCE COMMISSION, under the provisions of Chapter 16 of BYLAWS for said Commission, dated 21st day of September 2015, are now herewith superseded.

IN WITNESS WHEREOF, the following Members of the FLMC BOARD OF TRUSTEES signify their adoption of these changes on this 11th day of July 2023 at Shelton, Washington:

TRUSTEES:

Name
(Please Print)

Signature

Name
(Please Print)

Signature

EXCERPT FROM DEED OF TRUST

The following is copied from your Deed of Trust:

"1. To keep the property in good condition and repair; to permit no waste thereon; to complete any building structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, conditions and restrictions affecting the property."

The above quotation from a deed clearly instructs us as owners what is expected of us. When we sign for the deed we agree to abide by these instructions.

In order for the FLMC Community to continue functioning as a non-profit corporation, we as Trustees are expected to enforce these Bylaws. If we lose our non-profit status, the community will be opened up to the public and it will no longer be a quiet and orderly place to live.

We must all make a concerted effort to keep our properties in good condition in order to keep the community from deteriorating.

THE FLMC BOARD OF TRUSTEES