

# LOST LAKE PROPERTY OWNERS ASSOCIATION RULES AND REGULATIONS

## Authority-Club By-Laws

The following rules and regulations have been established by various Board of Trustees since incorporation on April 29, 1965. The Lost Lake Property Owners Association (here after referred to as LLPOA) Board of Trustees (hereafter referred to as Board) is granted authority under Washington law and Bylaws to adopt rules, regulations, personal conduct of members and guests, and to establish penalties for the infractions thereof. It is the responsibility of each member to inform all members of their families, guests, and tenants (if the home is a rental property) of observing the Rules and Regulations for the peace, safety, and security of everyone.

Pursuant to these provisions and the laws of the State of Washington the LLPOA Board has adopted the rules and regulations set forth below. They include not only specific standards and prohibited activities for the community, but also a schedule of penalties which are enforceable in the same manner as assessments, together with procedures establishing the right of LLPOA owners and residents to have a hearing if the applicable procedures to contest a violation are followed.

### 1. GENERAL:

- 1.1. All laws of the United States, the State of Washington and Island County apply to Lost Lake members.
- 1.2. All members and guest are to comply with Washington State and Island County fire regulations.
- 1.3. Lost Lake provides a builder package for homeowners which contains all the information needed to comply. This package is attached to all new homeowner packets. Additional copies can be obtained from the clubhouse.
- 1.4. No hunting or target practice is permitted.
- 1.5. The Board must in all instances act reasonably and in good faith in determining whether an activity constitutes a nuisance.
- 1.6. An LLPOA member shall be subject to the fines specified in Section 22a if such a violation is committed by that member or that members' family or is committed by any third-party with the member's consent and/or assistance.
- 1.7. Violations by renters and guests will be charged to the property owners.

### 2. NUISANCES:

- 2.1. No noxious or offensive activity shall be conducted in any portion of Lost Lake Grove, nor shall anything be done or maintained therein in derogation or violation of the laws of the State of Washington, Island County, or any other applicable governmental entity. Nothing shall be done or maintained on any portion of Lost Lake Grove, which may be or become an annoyance or nuisance to the neighborhood or detract from the value of Lost Lake Grove as a high-quality residential community.
- 2.2. Fireworks of all kinds are prohibited in Lost Lake Grove at all times.

- 2.2.1. If a Board member, or at least 2 residents, send notice to the Office reporting fireworks, with the address or location, an immediate \$500 fine will be assessed with no 30-day grace period.
  - 2.2.2. If a house, land, vehicles, or any other resident's personal property, or Association-owned property, is damaged by fireworks, an immediate \$500 fine will be assessed with no 30-day grace period. A police report may be filed, criminal charges pursued, or other repercussions.
3. COMMON AREAS:
    - 3.1. All LLPOA properties, including but not limited to the clubhouse, island, boat launch, grounds etc., are alcohol free. This includes any private functions held on any LLPOA property.
    - 3.2. Members must be current on all dues and/or fines to use the pool or rent the clubhouse.
    - 3.3. Clubhouse:
      - 3.3.1. The Clubhouse use, charges for functions, and the hours it is open will be determined each year by the Board.
      - 3.3.2. A member may sponsor family social events, i.e., dinners, receptions, and birthday parties. Non-social functions, although sponsored by a member, such as outside groups for meetings, may be charged as determined by the Board.
      - 3.3.3. Reservations for the use of the Clubhouse and a clean-up/damage deposit will be made with the Clubhouse Manager. The adult member/host that makes reservations for the use of the Clubhouse will be responsible for the safety of the people attending and any damage or theft to the clubhouse and/or equipment, and cleaning of the facilities and equipment.
      - 3.3.4. The Clubhouse has a list of rules and agreements, to be signed at the time of rental. Copies are attached with each new homeowner's packet. Additional copies can be obtained from the Clubhouse Manager.
  4. PETITIONS: Petitions are not allowed at any LLPOA sponsored functions. Should a homeowner bring a petition they will be asked to put the petition away. If they refuse, they will be asked to leave. If the homeowner refuses to put the petition away or leave again, the Association will levy a fine against the homeowner's property (see section 21.b).
  5. LAKE AND ISLAND: If the Board concludes any item in section 5 is being violated, the property owner will be subject to fines under Section 21.a, unless otherwise stated.
    - 5.1. Houseboats are not permitted in Lost Lake.
    - 5.2. Electric motors are only allowed on the lake.
    - 5.3. Lost Lake is a community lake. Private docks may not extend more than four (4) feet into Lost Lake from the shoreline, as determined by the lowest water level of Lost Lake. Docks are built and used at the owner's own risk.
    - 5.4. All docks must be permanently secured to prevent floating off.
    - 5.5. LLPOA Island: The Island is for the enjoyment of all LLPOA members.
    - 5.6. Guests must always be accompanied by members on the island and the lake.
    - 5.7. The Island and the Lake close at dusk. Anyone over the age of 18 years of age caught on the island after it is closed will be subject to a fine and a charge of trespassing. If they are under 18, or a guest of any age of a Lost Lake homeowner the parents/property owners will be required to pay the fine per child. They will also be charged with trespassing.

- 5.8. Motorized vehicles of any type are not allowed on the island without board approval.
- 5.9. Fallen trees on private docks, extending into Lost Lake, must be removed at the property owner's expense.
6. FISHING:
  - 6.1. Members and guests ONLY may fish in Lost Lake throughout the year. The State of Washington does require members to have a Washington State Fishing license. Limit is two fish per person per day, with NO MORE THAN ONE fish over 15". We encourage catch and release. Non-Members must be accompanied by a club member. The Clubhouse has a list of the specific fishing rules. These are mailed out with each new homeowner packet with additional copies obtained from the Clubhouse Office Manager.
  - 6.2. Membership cards must be carried when fishing in the lake.
7. VANDALISM: Anyone caught vandalizing any LLPOA property will be fined per incident plus the cost to repair damages. If the offender is under the age of 18, or a guest of any age of a Lost Lake homeowner, the parents/property owners will be required to pay the fine and cost of damages. (See section 21.b)
8. ANIMALS: If the Board concludes any item in section 8 is being violated, the property owner will be subject to fines under Section 21.a, unless otherwise stated.
  - 8.1. Property owners in Lost Lake Grove are responsible for all animals kept on their property. All homeowners or tenants are subject to the rules and regulations set forth by LLPOA and Island County.
  - 8.2. All dogs owned by a resident of Lost Lake Grove are always to be kept on the members' property except when walking or exercising with an attached leash. The Island does have a section that is leash free which is marked.
  - 8.3. LLPOA requires all owners to pick up after their animals when walking their pet. Pooper Scooper signs are posted at the Association and Island entrances. Fines are imposed for violations.
  - 8.4. Lost Lake requires that all pet owners keep their animals under control. Homeowners have the right to file an animal running loose complaint and for uncontrolled dog barking. If complaints are received for excessive barking, fines could be assessed.
  - 8.5. No dogs or any animals that exhibit aggressive behavior toward children or adults shall be permitted on any tract of said property, regardless of whether the animals are restrained or confined.
  - 8.6. No livestock or poultry shall be permitted on any LLPOA property per Plat Restrictions.
  - 8.7. When appropriate, Island County Animal Control will be contacted about problems or loose animals.
9. PARKING/STORAGE OF VEHICLES: If the Board concludes any item in section 9 is being violated, the property owner will be subject to fines under Section 21.a, unless otherwise stated. A licensed vehicle is anything that must be licensed by the state or county to drive it, has tires, and is road/street legal. This includes cars, trucks, boats, trailers, 5<sup>th</sup> wheels, motorcycles, etc.

- 9.1 LLPOA lot owners and renters, including guests, cannot have more than 6 (six) licensed vehicles parked or stored on their property or lot. Vehicles must be in running condition and display current license tabs.
  - 9.2 If a homeowner owns more than one lot, there can be no more than 6 (six) vehicles on each lot.
  - 9.3 No vehicle of any kind or nature that is not in a condition where it could be licensed in the state of Washington for its intended use may be stored or maintained on any lot.
  - 9.4 Cars can be covered with a car cover or a portable car port. No tarps are permitted.
  - 9.5 No wrecked vehicles may be stored on your lot for more than 2 (two) weeks. No vehicles of any kind, including cars, trucks, trailers, etc. (whether running or not), can be used for storage of any kind, including garbage, etc., for more than 2 weeks.
  - 9.6 All vehicles, including cars, trucks, boats, trailers, etc. must be parked in a legally constructed driveway or parking area as approved by Island County. No parking in yards, ditches, culverts, etc. is permitted. All vehicles must fit in the driveway and have no portion of the vehicle in the street. Vehicles may not block other's driveways.
  - 9.7 According to Island County:
    - 9.7.1 Vehicles may not be parked on the public road. No part of the vehicle, including tires, may be on or over the blacktop. The Island County Sheriff will be contacted for illegally parked vehicles and may be towed at the owner's expense.
    - 9.7.2 Vehicles cannot block mailboxes
    - 9.7.3 Vehicles cannot block fire hydrants
  - 9.8 Parking/storage & vehicle repair violations.
    - 9.8.1 Any member of LLPOA found in violation of any of the above by reason due to the conduct of either that member or that member's family, guest, tenant, or tenant's guest, shall be given notification of the violation if reasonably possible by a member of the Board.
    - 9.8.2 Fines shall be levied on a per vehicle basis over the permitted number (currently 6).
    - 9.8.3 A violation penalty under this section shall additionally include the towing expenses incurred by LLPOA, if applicable.
9. SIGNS: If the Board concludes any item in section 10 is being violated, the property owner will be subject to fines under Section 21.a, unless otherwise stated.
- 9.1. No commercial signs may be posted on the homeowner's property.
  - 9.2. No sign of any kind shall be displayed to the public view on or from any lot or the common property without the approval of the Board except one (1) 'For sale", "For lease", "For exchange" or "No Trespassing" sign not to exceed five square feet in size on any lot. All signs permitted under this Section 10 shall conform to all applicable governmental regulations.
  - 9.3. In conformance with government regulations, election signs are permitted on any lot prior to an election provided that such signs are not displayed more than sixty (60) days prior to an election and are removed within 72 hours after the election has taken place.
  - 9.4. Display flags and banners, specifically national flags or banners, athletic team flags or banners, or holiday flags or banners are permissible.
  - 9.5. Solicitation, contractor, and vendor signs and permanent or semi-permanent real estate, for-sale, rental, signs giving direction to homes for sale or rent, or similar signs are not permitted on any lot or any common property; provided that real estate open house signs may be displayed during

open house hours if such signs are picked up and removed promptly following, and on the same day as open house.

- 9.6. Signs promoting local events may be placed during the event.
- 9.7. The Association may, without prior notice, remove and dispose of any signs not in conformance with the provisions of this Article.
10. MINIMUM PROPERTY STANDARDS: If the Board concludes any item in section 11 is being violated, the property owner will be subject to fines under Section 21.a, unless otherwise stated.
- 10.1. Properties must be kept in a clean and attractive condition. Properties must be:
- free of rubbish, appliances, or other trash.
  - Members shall keep the buildings painted and the lawns mowed.
  - Weeds, damaged or dead plants or other waste material shall be removed, and hedges, trees, shrubs, plants, and lawns shall be trimmed and cut back. It is the responsibility of all property owners to maintain their properties.
  - Fallen trees that have fallen on private docks or shorelines extending into Lost Lake must be removed at property owner's expense.
- 10.2. Gutters shall not be partially hanging from any structure visible from the street. Roofs and gutters visible from the street shall be cleaned and free of limbs, moss, and debris. Moss shall not cover more than 25% of the roof.
- 10.3. The right of way property in front of any Lost Lake Grove lot will be maintained by the homeowner. This includes mowing, keeping the ditch clear and maintaining trees
- 10.4. No trees may be cut or removed from any lot within Lost Lake Grove that are more than five (5) inches in diameter at a point four (4) feet above ground level without a tree cutting permit, approved by the Board or the architectural committee. Homeowners may be required to plant a new tree to replace the removed tree. The Board shall have the right to levy a fine. A fine will be levied on a per tree cut or removed in violation. (See section 22.c). The board shall have the right to enforce the fine and lien by foreclosure action in accordance with Washington law.
- 10.4.1. If a Homeowner's tree limbs are infringing on a neighbor's property, the neighboring homeowner can trim branches on their property at their own expense. This does not permit trimming on the Homeowner's property.
- 10.4.2. Homeowners are expected to deal with each other regarding trees. The Association can send a letter to the homeowners regarding dangerous trees if it is brought to their attention. However, the Association has no responsibility, financial or otherwise, for trees on private properties.
- 10.5. Fences must comply with the county code.
- 10.6. No substandard building, such as a garage, tool house or storage shed, may be used as human living quarters. All toilet and wastewater systems shall be connected to an approved septic system.
- 10.7. Lost Lake Property Owners Association does not permit trailers and RV's for any living purposes.
- 10.8. All garbage and debris shall be promptly removed from any lot or property within the Association. If determined to be necessary by the Board, the Association shall have the right to

take any action reasonably necessary in the judgement of the Board to maintain any common properties.

10.9. Garbage cans, yard waste and recycle bins must be removed from the side of the road within 24 hours of garbage pick-up.

10.10. Per Island County 911 guidelines, addresses must be clearly visible from the street.

11. WATER METERS:

11.1. Water Meter Boxes are the responsibility of each homeowner. The box must be clear and clean of debris or anything that would hinder our Water Purveyor reading the meter bi-monthly. Should the box not be kept clean the homeowner will be charged for the cleaning/clearing of debris.

12. BUILDING RESTRICTIONS:

12.1. Before construction of any structure is commenced, all plans must be approved by the Architectural Committee of the Board or the LLPOA. All construction shall be in conformity with the approved plans. The Board shall have the right to assess a fine (See section 22.d). The assessment or charge, together with all expenses, attorney's fees and costs reasonably incurred in the enforcement or collection thereof, shall be (a) a personal obligation of the members assessed and (b) a lien against the lot or lots owned by the member so assessed, which lien may be enforced by foreclosure in the manner provided by law for the foreclosure of mortgage liens on real estate. The said liens shall be superior to any and all liens except other liens of record prior to the date of penalties and except general taxes.

12.2. Any building or structure upon any tract of Lost Lake Grove shall have completed exterior within six (6) months from commencement of construction unless written consent for extension is granted by the Board.

12.3. In accordance with the Plat Restrictions, all construction must be new construction.

12.4. Manufactured homes must be new when moved in and shall comply with the county code as to square feet of enclosed floor space; be skirted within thirty (30) days, connected to a septic system; and be connected to the water system with the hook-up charge paid prior to hook-up. No manufactured home which fails to meet minimum LLPOA standards can be made acceptable by additions to increasing its size. Single-wide manufactured homes are not allowed. Any manufactured home shall meet all County Code requirements prior to the time of water hook up.

12.5. No lot in this plat shall be subdivided without full compliance with existing zoning and planning regulations.

12.6. Any property owner diverting water from its course must provide a substitute course through their property, which shall be in full compliance with County code and approved by the Board.

12.7. The breach of any of the foregoing conditions shall constitute a cause of action by the Board against person or persons committing the breach.

12.8. If any of the foregoing restrictions are declared to be legally unenforceable with respect to all or any portion of the property, the applicability and enforcement of the remaining restrictions shall not otherwise be affected.

- 12.9. Lost Lake is a residential area. No commercial or industrial activity is allowed that requires commercial or industrial zoning.
- 12.10. No short-term rentals (less than one-year terms), including but not limited to Air BnB, Bed & Breakfast, apartment complexes or group homes, are permitted in Lost Lake.
- 12.11. EXCEPTIONS: Any exception to the above restriction must be approved by the LLPOA Architectural Committee in writing. The Architectural Committee meeting to consider any exception will be an open meeting with the time and place posted at least ten (10) days in advance of the meeting date on the entrance bulletin board and in the clubhouse.
- 12.12. If two lots are combined for any purposes, they are still viewed and billed as separate lots by LLPOA.

13. NOTICES:

- 13.1. Any notice required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the association for the purpose of service of such notice or to the address of the lot owned by such person if no address has been given to the association. If such notice is not sent by regular mail, it shall be deemed to have been delivered when received. Such addresses may be changed from time to time by notice in writing to the LLPOA.
- 13.2. Notices regarding violations committed by tenants or guests of tenants will be sent to the lot owner who will be assessed with any penalties or fines that are associated with the violations. (See section 22 Penalty Schedule)
- 13.3. Pursuant to Washington law, the Association shall have full rights under the law to lien and foreclose and satisfy the maintenance costs, including the costs of foreclosure, from the proceeds derived from the lien foreclosure sale.

14. VIOLATIONS AND INVESTIGATIONS:

- 14.1. Violations: A Notice of Violation will be mailed. If the issue is not resolved within thirty (30) days, monthly fines will be issued until the issue has been resolved.

- 15.2 Repeat Violations: Whenever a member commits a repeat violation within 12 months of the same prior violation, subsequent violations fines shall be a progression of the last fine, issued with no grace period.

Example: February a 30-day warning for too many cars

March a \$100 fine for too many cars

April a \$250 fine for too many cars

May, June, July no excess vehicles

August excess vehicles. \$500 fine each month thereafter until resolved.

- 15.3 Good Faith Resolution Agreements: at least one (1) Board member or an approved representative of the Board shall make a minimum of one attempt to contact the member under investigation to determine if a simple good faith resolution of a violation is possible. This attempt may be made in person by U.S. mail or by other reasonable method of communication. A good faith resolution of a violation will require the member to acknowledge that he/ she is

aware of the violation and will promptly resolve the issue or issues causing the violation. All such good faith resolutions agreements shall include a plan and timeline for resolving the violation and shall be put in writing and signed by the Board and the member so agreeing.

- 15.4 Notice of violation: If (1) an attempt to contact a member to determine if a good faith resolution proves to be unsuccessful or (2) no good faith resolution is reached or (3) if the member refuses to sign a written statement of the good faith resolution agreement terms upon request, or (4) if a member fails to comply with the terms of an agreed-upon good faith resolution, the Board shall issue a Notice of Violation. The Notice of Violation will be issued. (See section 22.a)
- 16 CONTESTING NOTICE OF VIOLATION:
- 16.1 Any lot owner wishing to contest the Notice of Violation must apply to the Board in writing for a hearing within fourteen (14) days from the date on which the Notice of Violation is mailed (or delivered if not mailed).
- 16.2 In the absence of a timely request for a hearing, the lot owner shall be deemed to be in default, and the applicable penalties set forth in these Rules and Regulations shall be enforced.
- 16.3 If a hearing is requested within the time frame specified, the Board shall conduct a hearing after giving the lot owner not less than ten (10) days prior written notice of the date and time of the hearing.
- 16.4 The evidence in support of the violation shall be presented first and shall be presented by or under the supervision of a Board member or an approved representative of the Board. Rules of evidence governing formal legal proceedings shall not apply to the hearing. The Board shall consider the relevant testimony of witnesses whether presented in person or by signed written statements. The Board may consider photographs, videos, written documents, and any other form of tangible evidence. In deciding whether a violation has occurred. The Board shall give the evidence presented the weight as it determines is appropriate. The violation shall be deemed proven if the Board makes a good faith determination that it is more probable than not that the violation occurred. The Board shall indicate in writing whether the allegation(s) contained in the Notice of Violation has/have been proven and if proven the penalty amounts to be assessed.
- 17 PENALTIES:
- 17.1 Penalties against owner's lot, regardless of whether the violation is established by hearing or by default the penalty assessed shall constitute a penalty against the owner's lot until paid. The penalties, together with interest thereon and costs of collection thereon (including reasonable attorney's fees, and legal expenses), shall be a charge on the lot and shall be a continuing lien on the lot.
- 17.2 The penalties stated shall apply to each violation of the Plat Restrictions and/or these Rules and Regulations.
- 17.3 If a penalty is elevated to a court of any type and the penalty is upheld by the court, all expenses incurred as a result of this court action will be responsible for LLPOA costs and attorney fees. See Section 21.e.
- 18 GENERAL PENALTIES: General Penalty Schedule by LLPOA. Pursuant to the Plat Restrictions and Rules

& Regs, the Board hereby adopts a system of general penalties as described in Section 22.

19 VERBAL, MENTAL, PHYSICAL ABUSE AND HARRASSMENT PENALTIES:

19.1 Abuse or harassment of any kind, including verbal, mental, physical abuse or bullying against any paid employee of LLPOA, any Board Member or their family, volunteers representing LLPOA, or any vendor providing a service to Lost Lake, will not be tolerated

19.2 Verbal, mental, or physical abuse are crimes in the State of Washington and law enforcement may be contacted.

19.3 Any behavior listed in section 20 will result in a fine with no grace period. (See section 22.b)

20 DELINQUENT PENALTIES:

20.1 Any penalties levied under the LLPOA Rules and Regulations for violations not paid within thirty, (30) days after the first date shall be considered delinquent. The LLPOA shall notify the members in writing, and the LLPOA may bring legal action against the person personally obligated to pay the penalties and or foreclose the lien against the members Lost Lake lot. Interest, legal (and other reasonable) cost included reasonable attorney fees regardless of whether a lawsuit is filed, relation to any such action shall be added to the amount of the penalties, and all such sums shall be included in any judgment or decree entered into a resulting legal action. Such recoverable expenses may include, but are not limited to, attorney charges for letters regarding unpaid penalties, attorney charges for drafting and recording liens, county recording fees, title report charges, attorney charges for lien release, lien release recording fees, cost of collection charged by non-attorneys and expenses incurred in litigation.

20.2 All payments will be applied to the oldest debt first, whether dues, water overages, or fines etc.

20.3 Delinquent penalties may be sent to collections after 60 days.

21 PENALTY SCHEDULE: The penalty schedule is as follows:

A. Grace period 30 days from date of violation letter	
First month after grace period if not resolved	\$100.00
Second month after grace period if not resolved	\$250.00
Third month after grace period and every month thereafter if not resolved	\$500.00
B. No grace period	\$100.00
Second month if not resolved	\$250.00
Third month and every month thereafter if not resolved	\$500.00
C. Tree permit not acquired by homeowners prior to cutting	\$300.00
D. Building restrictions, Failure to comply fully	\$2500.00
E. Expenses for court action	Actual Costs

Any adjustment or modification to fines shall be on a case-by-case basis and at the sole discretion of the Board.

Adopted by the Board of Trustees on December 10, 2019

Revised by the Board of Trustees on September 3, 2020

Revised by the Board of Trustees on April 13, 2022

Revised by the Board of Trustees on April 18, 2023

We, the undersigned, Board Members of the Lost Lake Property Owners Association, HEREBY CERTIFY THAT THE ABOVE RULES & REGULATIONS of the Lost Lake Property Owners Association, were approved by the Board of Trustees April 18, 2023.

[Signature] PRESIDENT

[Signature] Secretary

[Signature] Vice President

[Signature] Treasurer

[Signature] Architect

Subscribed and sworn before me this 18<sup>th</sup> day of April, 2023

[Signature] residing at Camano Island,

Notary Public in the state of Washington,

Notary Public  
State of Washington  
Janet Baker  
Commission No. 191974  
Commission Expires 03-31-25