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Title I. Authority & Applicability

1.1 Purpose. These LMC Rules and Regulations (“Rules”) are established to protect the Common Areas, to maintain control and orderliness of the Association’s operations, and in furtherance of the health, safety and enjoyment of its Owners and guests.

1.2 Applicability of Common Area Rules. With regard to treatment or use of Common Areas, these Rules are applicable to all Owners of any Lot or Unit within the Plats for Port Ludlow No. 1 through 7, the Oak Bay Subdivision, Port Ludlow Condominiums No.1 and No. 2, The Admiralty and The Admiralty No. 2 Condominiums, any Town Home Lot or Single Family Lot within Ludlow Bay Village as defined in the LMC Governing Documents, as well as any other Owners of Lots or Units lawfully added to the jurisdiction of the LMC in accordance with the Homeowners Association Act, RCW Chapter 64.38.

1.3 Applicability of Rules Relating to Lots. With regard to treatment or use of Lots, these Rules apply only to Lots contained within Plats for Port Ludlow No. 1 through 7, pursuant to the LMC Governing Documents.

1.4 Applicability to Tenants, Guests & Occupants. In addition to applying to all Owners, these Rules apply to all such Owners’ Guests, Tenants and occupants. Owners will be held responsible for violation of LMC Governing Documents committed by their Guests, Tenants or occupants.

1.5 Authority, Publication and Effective Date. These Rules were adopted by the Board of Trustees of Ludlow Maintenance Commission (“the Board”) on June 18, 2020, at a properly called meeting of the Board in accordance with the Homeowners Association Act, RCW Chapter 64.38, and the LMC Governing Documents. These Rules were mailed to all Owners on July 10, 2020 and are effective on August 1, 2020. These Rules supersede and replace all prior rules and regulations of the LMC Association as of the effective date. The LMC Board reserves the right to delete, amend or add to these Rules in accordance with its Authority under the HOA Act and the LMC Governing Documents.

Title II. Definitions

Capitalized terms herein are defined as provided in the LMC Bylaws, or as indicated below.

2.1 “Advisory Committee” shall mean a Committee of members appointed by the Board that may not exercise the authority of the Board, but that may conduct research, obtain information, consult with, advise, and otherwise assist the Board or specific Officers of the Association as more specifically provided in Title III of these Rules.

2.2 “Condominiums” shall mean the four (4) separate condominiums created by the Declaration of Condominium under The Horizontal Property Regimes Act of the State of Washington for Port Ludlow Condominiums Nos. 1 & 2, The Admiralty and The Admiralty No. 2, and any other condominium later created, whose Unit Owners are lawfully made members of the LMC Association.

2.3 “Common Areas” as defined in the Amended and Restated Bylaws shall mean all real property within the Plats for Port Ludlow Nos. 1 through 7 that are not included within the definition of “Lots,” and any real property to which the Association holds title, including, but not limited to, private roads, parking areas, parks, open space, RV storage areas, reserve areas, Recreational Facilities as defined herein, trails, and other grounds. The Association is responsible for maintaining Common Areas and may promulgate rules and regulations regarding all aspects of their use.

2.4 “Days” shall mean calendar days unless otherwise stated.

2.5 “Facility Employee” shall mean any on-duty employee of the LMC.
2.6 “General Manager” shall mean the LMC’s principal administrative manager who works with the Board and committees and coordinates the day-to-day operations of the LMC. The Board may delegate certain administrative and other duties to the General Manager as an agent of the Association.

2.7 “Greenbelt Areas” shall mean a subset of Common Areas that are undeveloped, as more particularly defined in the Plats for Port Ludlow Nos. 1, 2, 3, 4, 5 and 7 as “Reserve Areas” or “Open Space.” Modifications of the Greenbelt Areas are subject to pre-approval by the Greenbelt Committee.

2.8 “LMC Governing Documents” shall mean the various Declarations of Restrictive and Protective Covenants for each of the Plats, associations or Condominiums listed below that provide the LMC Association with jurisdiction over, or authority to act on behalf of, its Members, including the following:

- The Declarations of Restrictive and Protective Covenants and Subjection to Assessment and Utility Liens for Port Ludlow Nos. 1-6;
- The Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Port Ludlow No. 7 (“Division No. 7”);
- The Declaration of Covenants, Conditions, and Restrictions for Oak Bay Short Subdivision and Great Scott Short Subdivision (“Oak Bay Short Subdivision”);
- The Amended and Restated Master Declaration of Covenants, Conditions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Ludlow Bay Village (“Ludlow Bay Village”);
- The Declaration of Condominium Under The Horizontal Property Regimes Act of the State of Washington for Port Ludlow Condominiums Nos. 1 & 2, The Admiralty and The Admiralty No. 2 (collectively “the Condominium Declarations”);
- The Amended and Restated Bylaws of the Ludlow Maintenance Commission (the “Bylaws”);
- Articles of Incorporation of the LMC Association (“Articles”).
- These Rules and any other Rules and/or Regulations properly adopted by the Board of Trustees (including any guidelines or policies); and
- Any and all lawful amendments to any of these.

2.9 “Guest” shall mean a non-Owner who is on the premises through explicit or implicit invitation of an Owner. As used herein, “Guest” does not include “Tenant.”

2.10 “LMC Association” shall mean the nonprofit corporation association of homeowners, formed under RCW 64.38, and composed of members of the entity formerly known as Ludlow Maintenance Commission, Inc. and any successors in name, including Owners within the Plats, Sub-associations or Condominiums referenced in the LMC Governing Documents.

2.11 “LMC Office” shall mean, for purpose of mailing materials to the office, the registered office of the LMC, P.O. Box 65060; Port Ludlow, WA 98365. LMC Office also includes the physical office, as the context requires, which is located in the Beach Club, at 121 Marina View Drive, Port Ludlow.
2.12 “Lot” shall mean any of the designated Lots within Port Ludlow Nos. 1-7, Townhomes at Ludlow Bay, and Oak Bay Subdivision, but does not include condominium Units.

2.13 “Member in Good Standing” shall mean an LMC member who has paid all amounts chargeable to the Owner or his or her Lot or Unit under the LMC Governing Documents, or who is making timely payments under a written LMC-approved payment plan; and who does not have any unresolved violations of the applicable LMC Governing Documents.

2.14 “Occupant” shall mean any person, other than an Owner, who occupies a Lot or Unit for any length of time.

2.15 “Owner” shall mean an owner of a Lot or Unit as defined by the LMC Bylaws and to the extent provided therein. An Owner can be a natural person, corporation, partnership, association, trust, or other legal form of entity.

2.16 “Recreational Facilities” shall mean a subset of Common Areas of the LMC including the Beach Club, the Bridge Deck, Kehele Park, pools and sports courts.

2.17 “Regulatory Committee” shall mean a Committee of the Board that has been composed of at least two Trustees that shall have and exercise the authority of the Board to the extent more specifically provided in Title III of these Rules.

2.18 “Tenant” shall mean a non-Owner who is renting or leasing a Lot or Unit or who has been provided with an exclusive license, by the Owner, to use a Lot or Unit for any period of time, whether or not pursuant to a written lease.

2.19 “Trustee” shall mean a member of the Board of Trustees of the LMC.

2.20 “Unit” shall mean a condominium unit in Port Ludlow Condominium No. 1, Port Ludlow Condominium No. 2, The Admiralty Condominium and The Admiralty Condominium No. 2.

Title III. Committees

3.1 Regulatory Committees. The Board establishes the following Regulatory Committees to assist the Board in carrying out the business of the LMC and to monitor and enforce compliance with certain Rules. So long as these committees are composed of at least two (2) Trustees, they may exercise the authority of the Board within the scope of their jurisdiction as follows:

3.1.1. Operations Committee. The Operations Committee is established to monitor and enforce compliance with Rules relating to use and treatment of the developed Common Areas and Lots not monitored by other Regulatory Committees. The Operations Committee shall consist of five (5) or more Owners appointed by the Board, two (2) of whom shall be Trustees.

3.1.2. Greenbelt Committee. The Greenbelt Committee is established to monitor, manage, and enforce compliance with Rules relating to the Greenbelt Areas, which are undeveloped Common Areas as defined in the Amended and Restated Bylaws. The Greenbelt Committee shall consist of five (5) or more Owners appointed by the Board, two (2) of whom shall be Trustees.

3.1.3. Architectural Control Committee. The Architectural Control Committee (“ACC”) is established to monitor, manage, and enforce compliance with Architectural Control Rules provided in Title VII and the Design Guidelines provided in Title VIII. The committee shall consist of five (5) Owners appointed by the Board, two (2) of whom shall be Trustees.
3.2 **Advisory Committees.** The Board establishes the following Advisory Committees to conduct research, obtain information, consult with, advise and otherwise assist the Board or specific Officers of the Association as provided below.

3.2.1. **Finance Committee.** The Finance Committee is established to assist the Treasurer in carrying out the duties of his/her office, including preparation of the proposed annual budget. The Finance Committee shall, in cooperation with the Treasurer, review the LMC compliance with financial policies and will report variances in financial activities in relation to the current budget to the Board on no less than a quarterly basis. The Finance Committee shall also serve as a consultant to the Board with respect to matters involving investment or expenditure of LMC funds and other financial matters. The committee shall consist of five (5) or more individuals including the Treasurer.

3.2.2. **Communications & Member Enrichment Committee.** The Communications & Member Enrichment Committee is established to assist the Board, the General Manager, and other committees with communication to Owners. The Communications Committee shall endeavor to ensure that the LMC’s activities are regularly conveyed to all Owners in a factual and clear manner; that both written and electronic means are employed (e.g., newsletter, web site); and that avenues for Owner input are publicized. The committee shall consist of five (5) or more individuals.

3.2.3. **Elections Committee.** The Elections Committee is established to assist the Board and General Manager by developing and recommending elections policies and procedures in the interest of ensuring the integrity of the election process, and to review proxies, ballots, and other elections materials for integrity and compliance with the Governing Documents. The committee shall consist of five (5) or more individuals.

3.2.4. **Other Committees.** From time to time, other committees may be established by the Board by resolution.

**Title IV. Common Area Regulations**

4.1 **Nuisance and Offensive Behavior in Common Elements.** A nuisance or offensive behavior will not be permitted on Common Areas. Offensive behavior refers to any unreasonable, unwarranted and/or unlawful acts that cause unreasonable inconvenience, discomfort or annoyance to another person.

4.2 **Quiet Hours.** No Owner shall cause or permit loud noise that may be heard from the Common Areas or on any Lot before 8:00 a.m. or after 9:00 p.m. without prior Board or General Manager authorization. The General Manager may authorize exceptions for events at the Beach Club scheduled to extend beyond 9:00 p.m.

4.3 **Firearms and Weapons.** No firearms or weapons of any kind or nature, including rifles, shotguns, muzzleloaders, handguns, bows and arrows, and crossbows, shall be used or discharged in the Common Areas.

4.4 **Fireworks.** Use of fireworks is prohibited in Common Areas.

4.5 **General.** No Owner shall modify the Common Areas, nor shall anything be placed in, installed on, stored in or removed from the Common Areas except as authorized by the Board or Regulatory Committee in accordance with these Rules and the LMC Governing Documents. Owners shall be held responsible for any damage they cause to the Common Areas.

4.6 **Alteration of Greenbelt Areas.** No alteration to vegetation or encroachment of or the installation of any structures in the Greenbelt Areas is permitted. Owners are generally prohibited from placing anything in or removing anything from the Greenbelt Areas without express written
permission of the Greenbelt Committee. Because Open Space within the Plat of Port Ludlow No. 7 is not part of the Greenbelt Areas as defined herein, any request relevant to that area shall be submitted to the Port Ludlow No. 7 Homeowners Association.

4.6.1 Request for Approval. Owners wishing to modify or alter anything within the Greenbelt Areas, including trimming or removing vegetation from or planting vegetation in the Greenbelt Areas, must obtain written permission from the Greenbelt Committee before making any such modifications. Applications to modify any portion of the Greenbelt Area for any purpose must be reasonably detailed and submitted to the Greenbelt Committee.

4.6.2 Considerations. In considering an application to modify the Greenbelt, the Greenbelt Committee shall give priority to emergency maintenance and removal of hazards, including dead trees and snags. Other alterations shall be allowed at the discretion of the Greenbelt Committee.

4.6.3 Conditions of Approval. In cases of significant proposed alterations to the Greenbelt Areas, the Committee may provide potentially affected Owners with a comment period prior to issuing a decision. Such comments shall be given such weight as deemed appropriate by the Committee. The Greenbelt Committee may require a waiver of any past or future claim to adverse possession as a condition to allowing Owner modification. Any trees removed from the Greenbelt Areas remain the property of the LMC. The Committee may also impose any other reasonable restrictions or conditions of approval. If Greenbelt Area modifications are to be ongoing, the Greenbelt Committee shall review the application and reapprove at least annually.

4.6.4 Communication of Decision. The Greenbelt Committee’s decision shall be delivered in writing to the requesting Owner within thirty (30) days after the complete application was received. Failure of the Greenbelt Committee to communicate its decision, however, shall not constitute approval of the application.

Title V. Recreational Facility Regulations

5.1 Facility Membership Cards. Facility Membership Cards are issued in the names of individual persons and are not transferrable. They may not be lent or given to anyone who has not been issued his or her own Facility Membership Card and Owners shall not otherwise allow persons without Facility Membership Cards to use the facilities in their name. Lost or destroyed Facility Membership Cards must be reported to the General Manager and may be replaced for a fee. The Facility Membership Cards are issued as provided below.

5.1.1 Owners. A maximum of two Facility Membership Cards per Lot or Unit will be issued annually to Lot or Unit Owners so long as the Owner is a Member in Good Standing. If a Lot or Unit is owned jointly or in a partnership or by a corporate entity, the owners must designate up to two individuals in whose name the Facility Membership Cards will be issued. If more than two persons occupy the Lot or Unit, the Owner may apply for Facility Membership Cards for the Owner’s family or other Occupants as provided below.
5.1.2 **Family Members and Occupants.** Owners may apply for family Facility Membership Cards for each member of the Owner’s family so long as the Owner and family members are occupying the Lot or Unit or for any other individual occupying the unit and lot with the Owner on a full-time basis. Such requests shall be submitted to the General Manager and shall contain the name and date of birth of each family member. Family Facility Membership Cards will be issued on an annual basis to each qualified family member or occupant. Owners are responsible for the actions and conduct of family members and occupants while using the Recreational Facilities.

5.1.3 **Tenants.** Tenants whose lease term is greater than thirty (30) days may apply to the General Manager for up to two Renter’s Facility Membership Cards but will be required to pay prorated annual fee for access to the Recreational Facilities. Such application shall include a copy of the lease and tender of the annual fee. The term of a Renter’s Facility Membership Card will extend to the end of the lease term or the end of the calendar year, whichever is sooner. Tenants must reapply for a Renter’s Facility Membership Card annually. The Tenant’s fee for renewal will be the applicable fee for the Tenant privileges for a full year, but the Tenant will be entitled to a prorated refund at the end of the Tenant’s lease if it expires before the end of the calendar year.

5.1.4 **Guest Cards.** Each Facility Membership cardholder may allow up to five (5) other people (whether occupants or Guests) to use the Recreational Facilities at any one time. The cardholder must accompany the other visitors at all times and shall assume responsibility for their actions while using the Facilities. Owners who wish Guests to use the Recreational Facilities unaccompanied by a Facility Membership Cardholder may apply to the General Manager for a Guest Card for a defined period of time.

5.2 **Conditions of Access and Suspension.** Anyone appearing to be under the influence of alcohol, drugs or otherwise impaired may be denied access to Recreational Facilities. The right of any person to use the Recreational Facilities is also subject to suspension for abusive language, obscene, illegal, drunken or destructive behavior, failure to comply with reasonable directions of a Facility Employee, or violation of any Recreational Facility Rules. Any such matters observed by other Recreational Facility users may be reported to the General Manager or, in his or her absence, a Facility Employee.

5.3 **Group Use.** Use of any portion of the Recreational Facilities for a private function or group function that would include more than five (5) persons without Facility Membership Cards must be pre-approved and scheduled in advance with the General Manager.

5.4 **LMC Employees.** Tipping of Facility Employees is prohibited. Any comments, concerns or questions regarding a Facility Employee’s duties or behavior shall be directed to the General Manager.

5.5 **Injuries.** Any injury that occurs on Recreational Facility premises should be reported immediately to a Facility Employee. A first aid kit and emergency telephones are located in the Beach Club office, Lobby and Exercise Room.

5.6 **Smoking.** No smoking or vaporizing tobacco, marijuana, or any other substance typically inhaled or vaporized is permitted anywhere inside or within twenty-five feet (25’) of any Recreational Facility or while on the LMC trails and Greenbelt Areas.

5.7 **Beach Club Rules.** A valid Facility Membership Card is required for admittance to Beach Club facilities with the exception of meeting rooms. The card must be presented to the front desk staff and the user must sign in. Beach Club employees have the authority to question the right of any person to use the Beach Club or to be on the premises at any time.
5.8 Exercise Room Equipment Rules

5.8.1 Persons using the LMC exercise equipment must change into clean designated workout shoes. No street shoes, open-toe or heel shoes, sandals or bare feet are allowed on the exercise equipment.

5.8.2 The Exercise Room is not routinely monitored. Exercise equipment can be dangerous if not used properly. Persons using the exercise equipment do so at their own risk. Use by those for whom the equipment is not designed is discouraged.

5.8.3 Equipment users are required to use provided disinfectant wipes after each use to clean the equipment.

5.8.4 When other users are waiting to use a piece of equipment, use shall be limited to thirty (30) minutes.

5.8.5 No food or alcoholic beverages are allowed in the exercise room. Only non-glass beverage containers are permitted.

5.8.6 Users must follow all additional posted rules for use of this area.

5.9 Swimming Pools and Spa Pool (Hot Tub) Rules

5.9.1 Lifeguards are not used at pool facilities. Swimmers using the pool do so at their own risk. Life rings and poles are readily available poolside for emergencies.

5.9.2 The “buddy system,” defined as two or more swimmers who look out for each other while using the pools, is strongly encouraged for all users. “Buddies” must remain in visual and verbal proximity to each other at all times. Inexperienced swimmers must be accompanied and supervised. Posted signs must be observed and followed.

5.9.3 Alcoholic beverages are not permitted in the pool areas. Food may only be consumed on the wooden deck area of the outdoor pool. Only non-glass beverage containers are permitted in all pool areas.

5.9.4 Use of toys, equipment and balls that may disrupt other users are subject to approval of the General Manager or Facility Employee.

5.9.5 Anyone entering the pools or spa pool must wear appropriate swimwear. Clothing such as cut-offs, jean shorts, thongs or leotards are not acceptable.

5.9.6 Use of audio devices is permitted with earphones only unless prior, written approval is obtained from the General Manager for scheduled events or activities.

5.9.7 The following provisions of the Washington Administrative Code 246-260 for use of pools are incorporated herein:

- Anyone with medical conditions such as seizures, heart or circulatory system disorders should not swim alone.
- All swimmers must have a cleansing shower prior to entering the pool and/or spa pool.
- Running and horseplay are not permitted in the pools and surrounding pool decks.
- Anyone with a communicable disease, who has been ill with vomiting or diarrhea within the last two (2) weeks, or who exhibits symptoms of cold/flu, inflammation or infection, will not be permitted to enter the pools or spa pool.
• Anyone who is incontinent or not fully potty trained must wear protective covering (“swim diapers”) to prevent contamination. No changing of clothes or diapers is allowed outside of the locker rooms.

• Users must follow all rules posted for use of this area.

5.10 Additional Rules for Spa Pool (Hot Tub). To the extent allowable by law, the following provisions of Washington Administrative Code 246-260 are incorporated herein:

• Persons suffering from heart disease, diabetes, or high blood pressure should consult a physician before using the spa pool.

• Women who are or might be pregnant should seek a physician’s advice before using the spa pool.

• Users are asked to limit their stay in the spa pool to a maximum of fifteen (15) minutes at any one session.

• Users must follow all additional posted rules for use of this area.

5.11 Tennis and Pickleball Court Rules

• Non-marking shoes are required.

• No food or alcoholic beverages are allowed in the court area. Only non-glass beverage containers are permitted.

• Rollerblades, skateboards, bikes or pets are not allowed on the courts.

• Kehele Park tennis courts are accessed by keys that are available at the Beach Club.

• Keys to the Kehele Park tennis courts may be issued to Users by the Facility Employee on a short-term basis, or the key may be purchased by members in Good Standing upon payment of a one-time deposit of $20. Keys are numbered and issued in the names of individual persons and are not transferrable. They may not be duplicated, lent or given to anyone. Lost or destroyed keys must be reported to a Facility Employee or the General Manager and shall be replaced for a fee. In addition to any other remedies herein, violation of this rule shall result in forfeiture of the key.

• Users must lock the tennis courts when not in use.

• Keys to other Recreational Facilities are subject to LMC policies.

• Users must follow all additional posted rules for use of this area.

Title VI. Lot Regulations

6.1 Residential Use. Lots are restricted to single-family residential use. Rental of Lots for residential purposes shall be considered residential use. Commercial use is prohibited.

6.2 Home Business. A home business operated out of a Lot shall not be considered commercial use provided such business is not open to the public and its use is limited to infrequent visits by appointment-only customers, clients or vendors. Such use may not create a nuisance or cause excessive traffic, parking problems, unreasonable noise, or otherwise interfere with the reasonable enjoyment of other Owners. With the exception of lawfully parked vehicles, no materials, supplies or equipment used by a home business shall be stored on any Lot within view of another Lot.
6.3 **Leasing Requirements.** Owners are responsible for their Tenants’, Guests’ and Occupants’ violations of these Rules and the LMC Governing Documents. Owners who lease or rent their Lots shall provide Tenants with copies of the applicable Governing Documents and any rental or lease agreement shall provide that following the Governing Documents is required, and any repeated violations constitute a default under the lease or rental agreement.

6.4 **Maintenance and Condition.** Developed Lots shall be kept in a neat, clean and attractive condition, free of trash and in good repair, including all painted surfaces, roofs, driveways, walkways and yards. Undeveloped Lots shall be free of trash.

6.5 **Quiet Hours.** No Owner shall cause or permit loud noise to emanate from any Lot that would reasonably cause disturbance to other Owners before 8:00 a.m. or after 9:00 p.m.

6.6 **Nuisance and Offensive Behavior on Lots.** A nuisance or offensive behavior will not be permitted on any Lot if observable from Common Areas or roadways. Offensive behavior refers to any unreasonable, unwarranted and/or unlawful acts that cause unreasonable inconvenience, discomfort or annoyance to another person.

6.7 **Garbage and Recycling Containers.** Garbage and/or recycling containers shall be concealed from view of Common Areas and roadways except for pickup days.

6.8 **Signs.** No signs may be posted on any Lot except to the extent allowed in this Section. All such signs shall be kept in good condition and repair. Signs advertising Lots for sale may not exceed 30” by 30” in size for the Plats of Port Ludlow Nos. 1, 2, 6, and 7 and may not exceed 20” by 20” for the Plats of Port Ludlow Nos. 3-5. Political signs promoting a candidate for office or a particular proposition of a reasonable and common size may be displayed on an Owner’s Lot no more than two (2) months prior to any election at which the person may be elected or proposition voted upon, and such signs shall be removed within seven (7) days after such date. Signs advertising work by tradespersons of a reasonable and common size may be displayed during the work of that tradesperson, but shall be removed within seven (7) days after the work has been completed.

6.9 **Outdoor Burning.** The outdoor burning of garbage, Lot-clearing debris and construction materials is prohibited. For outdoor burning of other materials, a Residential Burn Permit must be obtained from the Jefferson County Fire Protection District No. 3, Port Ludlow Fire and Rescue prior to burning, and any fire must be operated in strict compliance with the permit guidelines. Recreational fire pits of less than four feet (4’) in diameter may be used, but must be fully extinguished when unattended. Owners burning materials outdoors may be required to provide the LMC Association with the Residential Burn Permit upon request.

6.10 **Animals.** With the exception noted below, no animals or livestock of any kind shall be kept on any Lot except that conventional domestic pets (cats, dogs and birds) may be kept, provided that they are not bred or maintained for a commercial purpose. For Lots within Plat No. 6, cattle, horses, sheep or llamas may be kept, but not pigs, goats or chickens, provided that the maximum number of livestock animals shall not exceed one animal per half acre. All pens, enclosures and buildings housing pets or animals shall be kept, at all times, in clean and sanitary conditions and in a sound state of repair. No animal shall be allowed to become a nuisance to the neighborhood. Animals must be under the control of the person accompanying them and leashed when on LMC Common Areas.

6.11 **Parking.** Only operable, currently licensed motor vehicles, including motorcycles, automobiles, vans, and pickup trucks normally used for personal transportation, that do not exceed twenty-two feet (22’) in length, may be regularly parked on driveways or outdoors on any Lot. Boats or RVs (including but not limited to motorhomes, campers, travel trailers, fifth-wheel trailers, pick-up
campers, snowmobiles and the like), commercial equipment, and utility trailers may only be parked on the Lot if screened from view of other Lots and Common Areas. Temporary parking of RVs and boats on Lots will be permitted for a maximum cumulative total of seventy-two (72) hours in any calendar month unless an extension has been obtained in advance from the General Manager.

Title VII. Architectural Control Committee

7.1 **Applicability.** The Architectural Control Committee (“ACC”) Rules contained herein are applicable only to Lots on the Plats of Port Ludlow Nos. 1-7.

7.2 **Approval Required.** All Lot Owners must obtain written pre-approval by the ACC for any project consisting of the subdivision of Lots, clearing or excavating the lot for use in the construction or erection of exterior structures including houses, garages, “Additions” (defined as any construction that extends the footprint and/or increases the square-footage of a house), decks, sheds, greenhouses, fences, arbors, gazebos, carports, observation towers and any other structure on a Lot. Pre-Approval from the ACC is also required for installation of exterior lighting, antennas, solar collectors and tree removal where such tree is greater than six inches (6”) in diameter or nineteen inches (19”) in circumference at four-and-one-half feet (4½’) high. No work may commence on any such projects until the Owner has received written approval from the ACC to proceed. If any project to which these Rules apply is undertaken without such pre-approval, in addition to other remedies, the Lot Owner may be required to remove the structure at the Owner’s cost or modify the structure to comply with these regulations at the Owner’s cost.

7.3 **Application Procedures.** Requests for ACC approval shall be made in writing and signed by an Owner or Owner’s designee. Common application forms for ACC approval are available on the website and at the Beach Club front desk. Applications for ACC approval shall be directed to the ACC at the LMC Office (Beach Club Office).

7.4 **Notification of Others.** If the application involves the construction of an out-building, home, or addition to a home, the ACC shall give written notification of the application to neighbors that share common Lot lines and owners of Lots that are directly across the street from the applicant’s property. If on a corner, neighbors across the street on both sides shall be notified. Notices of all applications shall also be posted on the Beach Club bulletin board. Any owner who claims to be adversely affected by the request may submit a written statement to the ACC identifying their objections. The ACC shall take any objections received within fifteen (15) days of the date of the notification under consideration.

7.5 **Fee for Application for House Construction or Addition.** An application for new house construction must be accompanied by a nonrefundable fee of $500. An application for an Addition must be accompanied by a nonrefundable fee of $250.

7.6 **Description of Project.** At a minimum, the ACC application shall include a description of the project sufficient for the ACC to determine the project’s compliance with the LMC Governing Documents and these Rules.

7.7 **New Homes or Additions.** For approval of a construction of a new home or Addition, one set of written plans and specifications submitted to Jefferson County Building Department must accompany the ACC application. The application shall include the following components as applicable.

- A site plan of the Lot;
- Plat, area and Lot numbers;
• The location of any trees measuring six inches (6”) or more in diameter or nineteen inches (19”) in circumference at four-and-one-half feet (4½’) high proposed for removal as part of the construction project.

• A list of all materials and colors proposed for use upon all exterior building surfaces, including roofing materials; and

• Copies of all permits or other documentation required by the relevant jurisdiction; and

• If landscaping is to be disturbed or changed during the project, a landscape plan.

7.8 Other Materials Required for Application. The ACC may require submission of additional plans, drawings, photographs, surveys, and proof of governmental agency compliance, or other relevant materials as a condition of approval.

7.9 Proposed Dates. The ACC application shall include estimated start and completion dates of the project. Construction shall be steadily progressed and all exterior work is to be completed within twelve (12) months from commencement of construction.

7.10 Tree Removal. Except as may be necessary to avoid imminent danger to persons or structures, Owners shall apply to the ACC for approval before removal of any tree on the Owners’ Lot that is six inches (6”) or more in diameter or nineteen inches (19”) in circumference at four-and-one-half feet (4½’) high, except that Lots within Port Ludlow Plat No. 6, the aforementioned requirement only applies to trees within thirty-five feet (35’) of any property line.

7.10.1 Location. Each tree to be cut down shall be identified on a site plan of the Lot accompanying the application form and by banding of the trees on the site for specific identification by the ACC.

7.10.2 Critical Areas. If an application is submitted for removal of a tree or trees within Critical Areas as identified by Jefferson County, the Owner shall seek approval from the County in accordance with the Jefferson County Critical Area Ordinance. Written approval from the County shall be required before the ACC will grant permission to remove the tree(s). If required by the local jurisdiction, a copy of the storm water drainage plan or other materials submitted to the local jurisdiction shall accompany the application.

7.10.3 Debris. All debris resulting from tree cutting shall be disposed of within sixty (60) days.

7.11 Duty to Amend or Supplement. Lot Owners requesting ACC approval have an ongoing duty to amend or supplement their ACC application if any material changes have occurred prior to or after obtaining ACC approval.

7.12 Committee Decision and Notification. Within thirty (30) days of receipt of an application, the ACC shall notify the applicant, in writing, whether the project is approved (with or without conditions), disapproved, or whether the ACC deems the application to be incomplete. Any decision of the ACC which disapproves of the proposal, in whole or in part, shall state the reasons for the refusal. Any decision of the ACC that an application is incomplete shall state the additional materials necessary to complete the application.

7.13 Conditions of Approval. The ACC may condition its approval of any application upon the receipt of additional materials prior to construction, or upon any reasonable and non-arbitrary terms provided that such terms are contained within the ACC’s notice of decision.
7.14 **Conditions Subsequent to Approval.** The ACC shall condition its approval of all projects on the following requirements:

7.14.1 *Prompt Commencement & Steady Progress.* All projects for which ACC approval is required shall commence within twelve (12) months of ACC approval and shall be completed within the dates proposed, unless extended by subsequent application to the ACC, but completion of exterior work shall in no case extend beyond twelve (12) months from the date of commencement. Applications for projects that are not commenced within twelve (12) months of ACC approval are deemed expired and the Owner must submit a new application. In this case, the application fee may be waived by the ACC upon request by the Owner provided there are no material changes to the previously approved project.

7.14.2 *Commitment to Construct in Accordance with Approved Plans and Specifications.* Construction must be in strict compliance with plans and materials provided to the ACC for approval. Any material changes shall be submitted to the ACC for approval.

7.14.3 *Property Lines.* Owners shall be responsible for identifying Lot boundary lines.

7.14.4 *Compliance with Applicable Laws.* Construction of particular structures may require approval from federal, state or Jefferson County regulatory agencies or other regulatory body. It is the Owner’s responsibility to determine if such approval is required. Approval by a regulatory body other than the ACC does not relieve the Owner of the obligation to obtain approval of the ACC as provided for herein, nor does approval by the ACC relieve the Owner of the obligation to obtain approval of any regulatory body as may be required.

7.14.5 *Construction Site Maintenance.* Owner shall be responsible for ensuring a clean construction site. All construction debris, lumber remnants and scrap materials shall be removed from the site after each phase of work. Alternatively, the ACC may allow the use of a dumpster on the site, in which case the dumpster will be emptied on a regular schedule so as not to constitute a danger or an eyesore. Chemical toilets shall be placed reasonably on the Lot, not in Common Areas or adjacent Lots. Common Areas and adjoining lots shall be kept clean and free of debris caused by construction activities. No trailers, mobile homes, tent houses or temporary structures shall be installed on any Lot except solely as necessary during active construction. Vegetation that was removed shall be disposed of within sixty (60) days. The burning of lot clearing debris and construction materials on the site is strictly prohibited. Within six (6) months of completion of any new home, the front yard shall be graded and free of construction materials.

7.14.6 *Noise Control During Construction.* All noise-producing construction activities shall be confined to the hours of 8:00 a.m. to 6:00 p.m.

**Title VIII. ACC Design Standards**

8.1 **Basis for Approval.** The ACC shall, in good faith, exercise its discretion to approve or disapprove submitted ACC applications in accordance with the LMC Governing Documents, including these Design Standards.
8.2 General Design Standards. Pursuant to the Port Ludlow Declaration Nos. 1-7, the ACC shall evaluate projects include such considerations as whether the project minimizes interference with enjoyment of nearby Lots and whether it improves the use and occupancy of Lots in a pleasing, but not necessarily uniform combination of permanent residences and recreational homes. The proposed project must be compatible with the architectural characteristics of the applicant’s house and houses within the particular plat or subdivision in terms of architectural style, size, use of materials, colors and construction details and shall otherwise conform to the specific Design Standards in this Article.

8.3 Height. No building structure or other improvement on any Lot shall exceed 35 feet (35’) in height.

8.4 Mobile Homes Prohibited. Mobile homes are not permitted.

8.5 Garages and Carports. A minimum of two (2) onsite parking spaces shall be provided on a developed Lot. Each Lot shall have at least one (1) carport or garage and a connecting driveway. Canopies, tarps or any type of temporary structures are prohibited.

8.6 Setbacks. Every portion of any structure (including, but not limited to, homes, garages, decks, greenhouses, sheds, and including any overhangs or eaves that are part thereof) shall not be less than twenty feet (20’) from the front of the Lot and shall not be less than five feet (5’) from the side and back property lines. In case of a corner lot, the setback of every portion of any structure shall not be less than twenty feet (20’) from the property line abutting each street. Animal outbuildings permitted on Lots within Port Ludlow Plat No. 6, shall be at least one hundred fifty feet (150’) from the front property line.

8.7 Roofing. Wood roofing materials are not permitted except to repair existing wood roofs. Regardless of the type of material used the color must be dark and muted and no reflective metal roof material may be used.

8.8 Exterior Lighting. Any newly installed exterior lighting shall be energy-efficient and shielded or recessed so that direct glare and reflections are contained within the boundaries of the parcel.

8.9 Utilities. For new house construction, the Owner shall connect with electric, water and sewer utilities in a manner required by the prevailing utility district or company providing such services. All permanent utilities shall be underground. For the purposes of this section, “utilities” refers to pipes, sewers, conduits, cables, lines, wires and manholes associated with water, sewer, electric, natural gas, cable television and telephone systems.

8.10 Propane Tanks. Propane tanks may be placed above ground to the sides or rear of a Lot provided they are not visible from Lots or Common Areas. Any tank in front of the house must be placed underground.

8.11 Screening of Garbage Cans. All garbage and refuse shall be stored on the Owner’s Lot, in sanitary containers, obscured from public view (meaning not visible from the street, Common Areas or neighboring Lots).

8.12 Tower Antennas. The installation of direct-to-home satellite dish receivers that are one (1) meter (approximately thirty-nine inches (39”)) or less in diameter may be installed without ACC approval. All other antennas not described in the preceding sentence require specific ACC approval. Satellite dishes shall be mounted on the associated house unless another location is necessary for reception of an acceptable quality signal. Antennas shall be installed so that their visibility from other Lots and Common Areas is minimized to the extent possible consistent with technical requirements for adequate reception. Installations that pose a safety hazard are prohibited. Where antennas are mounted on masts to reach the height needed to receive an
acceptable quality signal, masts higher than twelve feet (12’) above roofline may be subject to permitting requirements for safety purposes. Antennas may be required to be painted to blend into the background against which they are mounted, provided that this does not interfere with reception. This section of the Declaration has been designed and is intended to comply with applicable regulations and decisions of the Federal Communications Commission regarding Over-the-Air Reception Devices (“OTARD”), 47 C.F.R. § 1.4000, and shall be construed in accordance with applicable OTARD regulations as they may be amended from time to time or interpreted by the FCC or courts of appropriate jurisdiction.

8.13 Solar Energy Panels. Unless the applicant can demonstrate that the performance of solar collectors will be impaired by so complying, solar panels shall be installed in accordance with the following standards.

8.13.1 No part of a roof-mounted solar energy panel should be visible above the roofline ridge.

8.13.2 Solar energy panels attached to a roof facing a street should conform to the slope of the roof. The top edge of solar energy panels must be parallel to the roof ridge.

8.13.3 Solar energy panel frames, support brackets, and any visible piping or wiring shall be painted to coordinate with the roofing material. Ground-mounted solar energy panels should be screened from view unless operational performance quality would be degraded by more than ten percent (10%).

8.14 Fencing. Fencing shall be installed in accordance with the following standards:

8.14.1 All materials, finishes, designs, height and placement of constructed fencing must be approved by the ACC except that no ACC approval is required to replace a fence with a new fence of the same material, height, and location. The smooth side of all fences (the one not exposing the posts and cross braces) must face outward from the property on which it is built.

8.14.2 Front yard fences shall not exceed three feet (3’) in height, measured from grade. Except on Plat 6 with respect to cattle, horses, sheep, or llamas enclosures, all other fences shall not exceed six feet (6’) in height measured from grade.

8.14.3 Establishing Lot boundaries is entirely the Owner’s responsibility. The ACC’s approval of the location of a fence does not establish, warrant, or guarantee the location of Lot boundary lines and neither the ACC nor the LMC Association shall have any liability therefore.

8.14.4 Chain link fencing is prohibited unless the chain material is coated in black, brown or dark green vinyl and framed and supported in wood or wood-like material.

8.15 Exterior Finishes. Exterior finishes require ACC approval. However, Committee approval is not required to repaint or re-stain using the current color or shade if previously approved.

Title IX. Enforcement Policy

9.1. Strict Compliance Required. All Owners, their Tenants, Guests and Occupants are required to strictly comply with the LMC Governing Documents, as they may be amended from time to time by the Board or the membership. Failure to comply may result in the issuance of fines, assessments for the costs of remedying the violation, or legal action to recover sums due for damages and/or injunctive relief. Owners are responsible for the actions of their Tenants, Guests and Occupants.
9.2. **Violations.** If a violation of the LMC Association’s Governing Documents is observed or reported, the Board or appropriate Regulatory Committee, after inquiry into the circumstances surrounding the complaint, may levy fines or other remedies according to the following procedures:

9.2.1. **Warning Letter.** A violation of the LMC Governing Documents designated as a “Class II” violation on the Fine Schedule shall result in a written warning from the Board or Regulatory Committee that continuing or future violations may subject the Owner to fines as set forth in the Fine Schedule and that if the LMC Association incurs costs to correct the violation, the Owner shall be responsible for those costs. Unless otherwise stated in the Warning Letter, Owners will have thirty (30) days to correct the violation without penalty.

9.2.2. **Notice of Violation.** A violation of the LMC Governing Documents designated as a “Class I” violation on the Fine Schedule, a violation not corrected within the time expressed in the Warning Letter as set forth above, or a subsequent violation of the same or similar provision shall result in a Notice of Violation issued by the Board or Regulatory Committee. The Notice of Violation shall include: (a) reference to the provision alleged to have been violated; (b) the amount of the fine to be levied, consistent with the Fine Schedule; (c) a reasonable deadline for and the method by which the Owner may request a hearing in relation to the violation; (d) the method by which the fine may be paid; and (e) any other potential consequences or remedies sought by the LMC Association. The fine or other charges referenced in the Notice of Violation may not be levied until after the deadline for the hearing request.

9.2.3. **Multiple or Ongoing Violations.** Once an Owner has been issued a Notice of Violation, repeated violations of the same provision, a continuing violation or failure to take corrective action as set forth in the Notice of Violation shall subject the Owner to weekly imposition of the fine, provided the Owner has been given notice that the fine will be imposed on a weekly basis. Weekly fines may thereafter be levied without further notice until corrective action is taken.

9.2.4. **Delivery of Notices.** All Warning Letters or Notices of Violation, including letters regarding the actions of Tenants, Guests or other occupants, will be mailed to the Owner’s Lot or other address given to the General Manager for purposes of receiving notices.

9.3. **Opportunity for Hearing.** An Owner who has been sent a Notice of Violation may request a hearing by sending a written request to the General Manager, along with a copy of the Notice of Violation within fourteen (14) days of the date of the Notice of Violation, unless a later deadline or another method is stated in the Notice of Violation. If a Regulatory Committee issued the Notice of Violation, the hearing will be before the Regulatory Committee. If the Board issued the Notice of Violation, the hearing will be before the Board. Failure to request a hearing in a timely manner shall constitute waiver of the Owner’s right to challenge the violation and imposition of a fine. If a hearing is requested, the hearing will be scheduled and held in the following manner:

9.3.1. **Notice of Hearing:** When a timely request for hearing has been received, the Owner shall be provided with written Notice of Hearing, which shall contain: (a) the date, time and place of the hearing; (b) any time limits upon the presentation of evidence; and (c) whether the Owner may offer a written statement in lieu of appearance. The hearing shall be set not less than ten (10) nor more than thirty (30) days from the receipt of the request.
for hearing, unless otherwise agreed between the Owner and the party that issued the Notice of Hearing.

9.3.2. *Attorneys*: If the Owner intends to have an attorney present at the hearing, the Owner must notify the General Manager at least ten (10) days prior to the hearing so that the LMC Association may also have counsel present.

9.3.3. *Hearing Procedures*. At the hearing, the Owner shall present evidence and argument with regard to the alleged violation. Specific time limits may be set forth in the Notice of Hearing, although additional time may be granted by mutual agreement of the parties. Presentation of evidence may be subject to additional procedure established by the Board to assure a prompt and orderly resolution of the issue if included in the Notice of Hearing. Other affected Owners may be allowed to present evidence or argument for or against a finding of violation or imposition of fines in accordance with procedures established by the Board in its discretion.

9.3.4. *Multiple Violations*. One or more violations of the LMC Governing Documents, and/or proposed fines may be combined and heard in one enforcement hearing. Once a hearing is set for one or more alleged violations, additional alleged violations occurring subsequent to the initial Notice(s) of Violations and prior to the date of the hearing may also be heard at the scheduled hearing, at the discretion of the Board or Regulatory Committee, provided the Owner is given notice of the Board’s or Regulatory Committee’s intention to combine violations prior to the hearing.

9.3.5. *Notice of Decision*. Within a reasonable time after the hearing, the Board or Regulatory Committee that held the hearing shall meet in executive session to make its decision on whether a violation has been committed, and shall endeavor to send the Owner notice of its decision in writing in the same manner in which the Notice of Hearing was given within fourteen (14) days of the hearing. Any fines imposed after a hearing shall be due fifteen (15) days following the date of the Notice of Decision unless the Notice states a later date.

9.4. **Appeal of Committee Decision.** An Owner who has been found by any Regulatory Committee to have committed a violation of the LMC Governing Documents after a hearing may appeal the Regulatory Committee’s decision to the Board as provided in this Section. Within fourteen (14) days of the Regulatory Committee’s Notice of Decision, the Owner may submit a “Notice of Appeal” containing a written statement that explains why the Owner believes the Regulatory Committee’s decision was incorrect. The Owner may also submit any materials submitted to the Regulatory Committee, but may not include any separate materials that were not submitted to the Regulatory Committee. Upon receipt of the Owner’s Notice of Appeal, the Board shall obtain and consider any materials provided to or relied upon by the Regulatory Committee that issued the decision and may conduct additional investigation or inquiry in its sole discretion. Within thirty (30) days of receipt of the Owner’s Notice of Appeal, the Board shall issue its decision as to whether the Regulatory Committee’s decision is confirmed, reversed, or modified in any way. The Board’s decision shall be final. If the Board reverses the decision of the Regulatory Committee, any fines or amounts already paid by the Owner shall be refunded.

9.5. **No Waiver / Not Exclusive Remedy.** Nothing in this Article or these Rules shall be interpreted as a waiver of any legal right to enforce the LMC Governing Documents or election of the Association’s remedies.

9.6. **Fines are Assessments.** Owners shall be financially responsible for all fines, damages and other amounts assessed resulting from their own actions, and the actions of their Tenants, Guests or
occupants. Fines constitute Assessments and may be enforced as such, including the imposition of late fees and interest as authorized by the LMC Governing Documents.

9.7. **Cost Incurred in Collection are Assessments.** All costs incurred in collecting fines or enforcing the Governing Documents, including but not limited to attorneys’ fees, interest, recording fees, and any other costs incurred by the LMC constitute Assessments, whether or not suit is commenced.

**Title X. Collection Policy**

10.1. **Ledger.** The Board shall keep a ledger for each Lot or Unit that accounts for all Assessments and any credits and payments.

10.2. **Annual Assessment.** The annual assessment shall be due January 15th of each year. The annual assessment is considered delinquent if not paid on the due date, but a thirty (30) day grace period will be allowed before any late fees are imposed or collection action taken.

10.3. **Special Assessments.** The LMC may levy a special assessment for the purposes of defraying, in whole or in part, the costs of any construction, reconstruction, repair, acquisition or replacement of a capital improvement on the common properties, or for any other purpose. The special assessment is considered delinquent if not paid on or before the due date.

10.4. **Interest.** The principal amounts of delinquent Assessments shall accrue interest at a rate of ten percent (10%) per annum. Interest shall begin to accrue from the date the Assessment was delinquent and shall continue until the account is brought current.

10.5. **Returned Check Charges.** Any check returned by the financial institution for insufficient funds, stop payment or any other reason, shall incur an administrative fee of $30 to be added to the Owner’s account. The Owner is also liable for any fees charged to the LMC due to the returned check.

10.6. **30-Day Delinquency.** When an account has been delinquent for thirty (30) days, the LMC Association may send notice to the delinquent Owner stating the amount of the delinquency, including any late fees or charges. The delinquent notice requires immediate payment; and warns that if the delinquency is not cured, a lien may be recorded against the Lot or Unit, and/or the account may be turned over to a collection agency or attorney for collections. The costs of collecting the delinquent payment, including attorneys’ fees, will be added to the debt.

10.7. **Costs and Fees Associated with Collection.** All costs of collecting the delinquent Assessments, whether incurred by the LMC Association or its representatives, including lien charges and attorneys’ fees and costs will be charged to the delinquent owner as Assessments whether or not suit is filed.

10.8. **Referral to Third Party for Collections.** When an account has been delinquent for seventy-five (75) or more days, the LMC may refer the delinquent account to an attorney or collection agent for collections. The LMC may also refer the matter to an attorney at any time when it learns of a potential or actual foreclosure involving the Lot or Unit or bankruptcy of the Owner, or where other cause exists.

10.9. **Counsel’s Actions Authorized.** After the delinquency has been referred to an attorney or collection agent, Owners are directed to communicate solely with attorney or collection agent
regarding the delinquency. The attorney or collection agent may take one or more of the following actions:

10.9.1. Demand Letter(s): the attorney or collection agent may send the delinquent Owner one or more demand letters requesting payment.

10.9.2. Lien Recording: While the delinquent amounts constitute statutory liens from the date the amounts are due, the attorney or collection agent is authorized to record notices of liens against the property identifying the amount then delinquent. Delinquent Owners will be assessed the cost of preparing and recording the notice of lien and lien release.

10.9.3. Lawsuit for Collection of Delinquent Assessments: With the Board’s approval, the attorney is authorized to commence a lawsuit against Owners on their personal assessment obligation and/or for foreclosure of the statutory lien for Assessments.

10.9.4. Post Judgment Remedies: If the LMC Association obtains a money judgment, the Board may pursue post-judgment remedies, such as garnishments or property liens, upon the advice of counsel and in consideration of the LMC Association’s best interests.

10.10. No Waiver. Deviations from, or failures to act under this Title shall in no way constitute a waiver by the LMC of any right to impose and collect Assessments or exercise any other right or remedy under the LMC Governing Documents, or at law. The LMC reserves all legal rights under the LMC Governing Documents, and at law, including but not limited to the HOA Act and the Washington Nonprofit Corporations Act (Chapter RCW 24.03).

Title XI. Association Services, Records & Communications

11.1 Fees for Common Area Use. The LMC Association may impose and collect any payments, fees or charges for the use, rental or operation of the Recreational Facilities. Owners accepting or utilizing these services agree to pay the published rate for any such services rendered. The current fees are provided as an Appendix to these Rules for informational purposes, but may not be complete and are subject to change.

11.2 LMC Services. From time to time, LMC may offer optional services to its Owners for a fee. Owners utilizing these services agree to pay the published rate for any such services rendered. Some of the current services and fees are provided as an Appendix to these Rules for informational purposes, but may not be complete and are subject to change.

11.3 Association Records. LMC shall keep financial and other records in sufficient detail to fully declare to each owner the true statement of its financial status. Such financial and other records kept in the regular course of LMC’s business shall be available for examination by Members upon at least ten (10) business days’ notice during normal working hours at the offices of the Management. Certain Association records may be withheld or redacted before production based on privacy concerns or other legally cognizable privileges. These include: a) employee personnel files; b) private, confidential, or sensitive information about Owners; c) drafts of contracts currently under negotiation; d) records containing financial account numbers; e) communications protected by the attorney-client privilege or other legally cognizable privilege; and f) any other records required to be kept confidential under state, local or federal laws or court order. If records are redacted or withheld based on these exceptions, the requesting Owner shall be so notified. Owners requesting to review Association records must have a reasonable purpose for such request that is related to LMC business. An Owner requesting to review Association records will be charged a reasonable hourly fee for the time taken to review the requested records to protect these records from disclosure or to otherwise compile, present or provide the records for review.
Owners are encouraged to be specific regarding records review requests to reduce these costs. Owners will also be charged reasonable per-page copy costs.

11.4 Communications & Notices. Whenever the language within these Rules directs any person to apply to or communicate with the Board, General Manager or any Committee, such application or communication shall be made in the forms provided on the LMC website at www.lmcbeachclub.org or if no such form is required, in writing, addressed to the Board, General Manager or Committee and sent via regular mail to the LMC Office or by email as provided on the LMC Website.
## LUDLOW MAINTENANCE COMMISSION

### Fine Schedule

<table>
<thead>
<tr>
<th>Committee</th>
<th>Class</th>
<th>Violation</th>
<th>Fine*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural Control Committee (ACC)</td>
<td>I</td>
<td>Failure to Obtain ACC Pre-Approval or violation of ACC conditions regarding new home or home addition construction</td>
<td>$500</td>
</tr>
<tr>
<td></td>
<td>II</td>
<td>Any other ACC Violation such as fencing, roofing &amp; painting</td>
<td>$50</td>
</tr>
<tr>
<td>Operations Committee</td>
<td>I</td>
<td>Unauthorized tree removal - 4 to 12-inch diameter measured at the base of the tree on developed Common Property</td>
<td>$1,000</td>
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<tr>
<td></td>
<td>I</td>
<td>Unauthorized tree removal - 12 to 18-inch diameter measured at the base of the tree on developed Common Property</td>
<td>$2,000</td>
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<tr>
<td></td>
<td>I</td>
<td>Unauthorized tree removal of larger than 18-inch diameter measured at the base of the tree on developed Common Property</td>
<td>$4,000</td>
</tr>
<tr>
<td></td>
<td>I</td>
<td>Burning, dumping or unauthorized structures and/or encroachment on developed Common Property, commercial use of property, cutting mowing or destruction of vegetation or trees with a base diameter of less than 4-inches</td>
<td>$250</td>
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<tr>
<td></td>
<td>II</td>
<td>All other violations</td>
<td>$50</td>
</tr>
<tr>
<td>Greenbelt Committee</td>
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<td>Unauthorized tree removal - 4 to 12-inch diameter measured at the base of the tree on undeveloped Common Property</td>
<td>$1,000</td>
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<td></td>
<td>I</td>
<td>Unauthorized tree removal - 12 to 18-inch diameter measured at the base of the tree on undeveloped Common Property</td>
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<tr>
<td></td>
<td>I</td>
<td>Unauthorized tree removal of larger than 18-inch diameter measured at the base of the tree on undeveloped Common Property</td>
<td>$4,000</td>
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<tr>
<td></td>
<td>I</td>
<td>Burning, dumping or unauthorized structures and/or encroachment in Greenbelt, commercial use of property, cutting mowing or destruction of vegetation or trees with a base diameter of less than 4-inches</td>
<td>$250</td>
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<tr>
<td></td>
<td>II</td>
<td>All other violations</td>
<td>$50</td>
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<tr>
<td>Board or Other Regulatory Committee</td>
<td>I</td>
<td>Any other violation</td>
<td>$50</td>
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*Fines are imposed *per occurrence*, but may also be imposed on a weekly basis for ongoing violations or violations not remedied within the time stated in the Notice of Violation.
## Appendix - Fee Schedule

<table>
<thead>
<tr>
<th>Type of Fee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renter Privilege Fee – Both long and short term (pro-rated)</td>
<td>One year’s assessment plus tax</td>
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<tr>
<td>Tennis Court Key Replacement Fee</td>
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<tr>
<td>Staff Fee – Member Rate</td>
<td>$25 per hour</td>
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<tr>
<td>Staff Fee – Non-Member Rate</td>
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<tr>
<td>ACC Application for New House Construction</td>
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</tr>
<tr>
<td>ACC Application fee for Addition</td>
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<tr>
<td>RV Storage Rental</td>
<td>$220 / year nonpowered</td>
</tr>
<tr>
<td></td>
<td>$295 / year powered</td>
</tr>
<tr>
<td></td>
<td>$5 Deposit for Key</td>
</tr>
<tr>
<td>Common Area Rental</td>
<td>* Information available upon request</td>
</tr>
<tr>
<td>Late Fee – Failure to pay any assessment when due.</td>
<td>10% of delinquent amount per annum</td>
</tr>
<tr>
<td>Copy &amp; Fax Charges</td>
<td>.10 pp B&amp;W</td>
</tr>
<tr>
<td></td>
<td>.50 pp color</td>
</tr>
<tr>
<td></td>
<td>.50 pp for fax</td>
</tr>
<tr>
<td>Notice of Lien</td>
<td>* as incurred by Association</td>
</tr>
<tr>
<td>Non-Sufficient Fund check charge</td>
<td>$30 plus bank fee</td>
</tr>
<tr>
<td>Cost of Collection, Including Attorney Fees</td>
<td>* as incurred by Association</td>
</tr>
<tr>
<td>Interest on Delinquent Assessments</td>
<td>10% per annum</td>
</tr>
<tr>
<td>Damage to Common Area</td>
<td>Cost of Returning to Original Condition</td>
</tr>
<tr>
<td></td>
<td>including LMC staff time</td>
</tr>
<tr>
<td>Costs incurred by Association in Enforcing Rules</td>
<td>* as incurred by Association</td>
</tr>
</tbody>
</table>