

## **LAKE OF THE WOODS COMMUNITY CLUB (LOWCC)**

### **ARCHITECTURE COMMITTEE (AC) DECLARATION**

**1.0 MISSION STATEMENT** – The mission and function of the Architecture Committee is to ensure that the provisions of the LOWCC Protective Covenants and Restrictions (PCR) are enforced equally to all home owners, and to document a process of reviewing and approving or denying plans for the development of this community.

#### **2.0 COMMITTEE MEMBERSHIP**

**2.1 REQUIREMENTS** – The Architectural Committee (further known in this Document as AC) shall consist of not more than three (3) members, who are in good standing. Election for the members will be held during the Annual Membership Meeting and each position will be for a period of (4) Years.

**2.2 VACANT POSITION** – When a position becomes vacant, due to whatever reason, the remaining members may appoint a person to fill the vacancy until the next election at the Annual Membership Meeting.

**2.3 REMOVAL OF AC MEMBER** – A member of the AC may be removed by petition from the LOWCC membership, which is approved by the vote of the membership during the Annual Membership Meeting.

**2.4 AC BUDGET** – The AC will prepare and present a yearly budget for inclusion into the LOWCC yearly budget, which is approved by the vote of the membership during the Annual Membership Meeting.

**2.5 COMPENSATION** – No member of the AC shall be entitled to compensation, but each member of the AC shall be entitled to reimbursement for reasonable expenses incurred in connection with the performance of any AC duties.

**2.6 LIABILITY** – Neither the AC, its members, nor LOWCC shall be liable to any person or entity for any action taken by the AC in good faith or any matter submitted to the AC for approval, or for failure to approve any such matter. Under no circumstances shall the AC be liable to any person or entity for defects in plans, specifications, or improvements approved or disapproved by the AC. Members of the AC shall be protected under both Article IV; Section 13 for Indemnification, and the Addendum presented by the LOWCC amended bylaws.

### **3.0 DUTIES**

**3.1 LOWCC PROTECTIVE COVENANTS AND RESTRICTIONS** – At this time, the AC will be responsible to enforce the following Protective Covenants and Restrictions.

**3.1.1 Item 3** – “No building, structure, mobile unit, or unlicensed vehicle shall be moved onto or stored on any land embraced in said Tract, with out permission of the AC, except for travel trailers and campers, not to exceed a period of six (6) months. All structures shall be complete as to external appearance, including finished painting within 24 months from the date of commencement of construction.”

**3.1.2 Item 4** – “That only one dwelling unit can be located on each lot as the lot appears in the plat.”

**3.1.3 Item 6** – “No building or structure shall be built closer than eight feet to any side property line and twenty-five (25) feet of road right-away.”

**3.1.4 Item 15** – “The Architectural Committee must approve in writing the design, architecture and location of any structure, dock, or building prior to its erection or movement onto any lot. The purpose being that the committee shall attempt to obtain conformity and harmony with other structures and to prevent obstruction of others in the plat. The Architectural Committee shall consist of three persons appointed originally by Jerry Reid. They shall be elected every four (4) years thereafter by a majority of the owners or purchasers of each lot in said plat, who are at the time residents of houses therein, with one vote to each lot. The members of the committee in any matter shall be determined by a majority vote of its members, but non action by the committee shall be arbitrary.”

**3.2 CONSTRUCTION STANDARDS** - Construction standards may be amended by vote of eligible members “as defined by the by-laws” in any Special or Annual Membership Meeting. All changes must be on ballots mailed and also available to the LOWCC membership

**3.3 NOTIFICATION OF NON-COMPLIANCE** – The AC can notify any non-compliant owner with written notice sent by standard mail or certified mail by the US Post Office. Each method will define which Protective Covenant or Restriction is in non-compliance and

the time that it must be completed in. The letter will also define any fines or penalties defined by law that need to be settled.

**3.4 AC DOCUMENTATION** – The AC will maintain files on each lot, which may include but not limited to owners name, mailing address, lot number, pictures of the property before and after any modifications or construction performed to the property, and copies of all correspondence between the AC and homeowner.

**3.5 APPROVAL –**

**3.5.1 Construction Approval** – No home, garage, fence, wall, solar collection device, sheds, or other structures shall be constructed, erected, located or altered upon any lot, nor shall any exterior addition be made, nor shall any road or driveway be made or altered, until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, of the same shall have been submitted for approval to the AC as to compliance with all Pierce County Codes. Mobile home, prefabricated homes or manufactured home classified as “double” wide or larger will be approved for placement at Lake of the Woods.

**3.5.2 Approval Process** – Any person wishing to take any of the actions described above shall submit to the AC a set of plans and specifications showing:

- a- the size and dimensions of the improvements prior to county approval, any county changes will need to be re-approved by the AC.
- b- Exact location on the lot.
- c- The location of driveways and parking areas.
- d- The plan for drainage and grading.

The person wishing AC approval shall submit the above information as it applies to such person’s entire construction or alteration project. The AC shall approve, disapprove, or require further information of changes within ten (10) business days from the date of the completed plans and specifications are submitted to the AC. If the AC fails to approve or disapprove such plans and specifications, approval shall not be required and the Article will be deemed fully complied with.

**3.5.3 Enforcement** – Upon completion, the owner shall notify the AC in writing that the project has been completed. The AC shall then determine that improvements have been completed in accordance with the plans submitted and approved. Such determination must be made within sixty (60) days of the owner's notice of completion of the improvement. In the event the AC shall determine that the improvement does not comply with the plans and specifications as approved. The owner shall either remove or alter the improvement or take such action as the AC shall designate.

**3.5.4 Construction Standards** – AC standards are necessary to insure the architectural and aesthetic compatibility as stated by covenants or restrictions passed by the LOWCC.

**3.5.5 Site Preparation** – Clearing and grading including but not limited to the cutting or transplanting of natural vegetation on any lot, shall be undertaken until plans for the single family dwelling and out buildings to be constructed thereon are approved by the AC. This approval will include any work, which will substantially change the contour of any lot, but not limited to, clearing, grading, excavating, or dredging.

**3.5.6 Fences** – Fences and gates running forward of the house (street side) shall not be higher than four (4) feet, with the exception of existing fences.

**3.6 MAINTENANCE OF STRUCTURES** – If any lot owner is not maintaining their property to the extent that the structure is determined to have any of the following problems:

1. Collapsing roofs or structures.
2. Leaning structures or fences.
3. Exterior components of structures are deteriorating. This will include, but not limited to, broken windows, doors, gutters, shingles missing or broken siding.
4. Lot owner has 30 days to respond to the AC after receiving a non-compliance letter.

3.6.1 Legally condemned house or structures – Condemned houses must to corrected or removed within one hundred eighty days (180) days. Fines will be imposed for non-compliance and the owner has thirty (30) days to respond to the AC.

3.7 UNLICENSED VEHICLES – Vehicles, or parts thereof, that are apparently inoperable or unlicensed must be covered fully by a cover made for that vehicle or in a full enclosure.

3.8 FINES - Fines are to be determined after speaking with the LOWCC attorney. These will include the basic non-compliance items listed below in this Declaration of the AC. There will be no fines assessed with the first notice

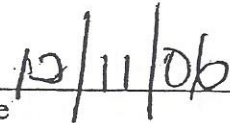
**All building construction MUST be approved by the AC committee prior to starting construction. Fines will be assessed immediately upon violation**

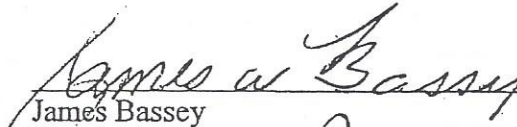
1. Condemned properties and infractions
2. Maintenance of structures
3. Unlicensed vehicles
4. AC approval prior to building
5. Not completing building project

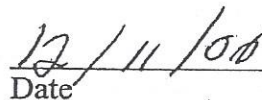
3.9 OWNER OBJECTIONS AND ARBITRATION – Should a lot owner object to the complaints of the AC, they should reply to the AC stating the objections to the complaints within 10 days of receipt of the complaint.

The following members of the Archibctural Committee as of February 1, 2006 will insure that this Declaration is enforced.

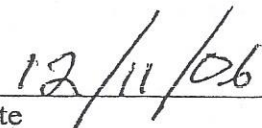
  
Carolyn Irish

  
Date

  
James Bassey

  
Date

  
Eric Libner

  
Date

**ARCHITECTURE COMMITTEE NON-COMPLIANCE NOTICE**

Name of Owner \_\_\_\_\_

Address \_\_\_\_\_

Lot Number \_\_\_\_\_

**NON-COMPLIANCE - COMPLAINT**

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**DATE OF  
ISSUANCE**

**RESPOND BY**

**TO**

**AC ACTION  
TAKEN**

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