

Lakewood Board of Directors
Special Meeting for Bylaws, Covenants Revision Review
February 4, 2019 6:30 pm
Phone Conference

Present: Eric, Steve, Maureen, Kelly, Terry, Betty, Kathleen

Absent: None

Agenda:

3.4 Temporary Structures; Vehicles Prohibited. No temporary structure or vehicles described herein, including without limitation, any trailer, motor home, truck, boat, mobile home, tent, shack, garage, barn or other outbuilding, shall be used on any Lot for temporary or permanent housing, sleeping or other residential purposes, nor parked, kept or stored on said Lot outside the garage for any purpose. Only the single family residence constructed on a Lot may be sued for sleeping or other residential purposes.

1. Mobile homes and trailers can be stored on the property but must be removed from property for at least 7 days every year. They cannot be parked on the road or cul-de-sac and must be more than 10 feet from property lines and road.
2. Take out "including without limitation"
3. Change "sued" to "used".

Temporary Structure: A motion was made to limit inhabitation of trailer for camping purposes at any property up to 7 days and be at a property with a house on it. Eric seconded. All in favor. None opposed. Motion carried.

Parked or Stored: A motion was made that Camper/RV/Motor home that is Parked or Stored at a property must be moved off of the property every year for at least 7 days. Betty seconded. All in favor. None opposed. Motion carried.

Eric motioned to add in description of other vehicles that will fall under this amendment: Not to exclude other temporary structures not listed. Lean-tos, makeshift structures. Kathleen seconded. All in favor. None opposed. Motion carried.

3.5 Rentals/Leasing Prohibited. No Lot, nor any improvements thereon, may be rented or leased at any time. Lots must be owner-occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the Lot Owner's immediate family members, herein defined as a parent, child, spouse, sibling, grandparent,

or grandchild, by blood, adoption, marriage, or registered domestic partner and shall include half and step relatives.

A motion was made that homes or properties are to be reserved for owners and their immediate family members and cannot be advertised, rented out or leased out for monetary gain or commercial use. Access to Lakewood's lakefront property (beach, pavillion, etc) cannot be rented out or leased or advertised for financial gain or commercial use. Betty seconded. All in Favor. None opposed. Motion carried.

Article V, Section 5.1 shall be amended by inserting the underlined language (in red) to read as follows:

5.1 Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall adopt and amend rules and regulations governing the use and operation of the Common Area, the Lots, and the Properties and the improvements thereon which are consistent with the covenants and restriction contained herein, and shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto, if any), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Motion made to add "the Lots". Kelly seconded. All in favor. None opposed. Motion carried.

Article VI, Section 6.1 shall be amended by striking out the previous language (in red) and inserting the underlined language to read as follows:

6.1 Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and e Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (i) annual general assessments or charges and (ii) special assessments for capital improvements, extraordinary expenditures, or fines for violations of this Declaration, the Bylaws, and/or the Rules and Regulations of the Association, such assessments to be established and collected as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, which shall include the Association's actual attorneys' fees incurred, shall also be the

personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Article VI, Section 6.3 shall be amended by striking out the previous language (in red) and inserting the underlined language to read as follows.

Motion was made to accept the enforcement process or structure below:

A WRITTEN WARNING for a Lot Owner or resident's first violation of the Association Documents. In addition, a member of the Board or the Property Manager may attempt to contact the offending party to explain the violation and the need that all residents and Lot Owners comply with the Association Documents. A fine of \$50 shall be assessed if the owner doesn't comply within 30 days and \$50 in each successive month of non-compliance.

The second violation will be assessed another \$100 and \$100 in each successive month of non-compliance. The second violation does not need to be the same violation as the first violation in order for the \$100 fine to be assessed.

The third violation will be assessed another \$100 and \$100 in each successive month of non-compliance. The third violation does not need to be the same violation as the first or second violation in order for the \$100 fine to be assessed.

The fourth violation will be assessed \$300 and \$300 in each successive month of non-compliance. The fourth violation does not need to be the same violation as the first, second or third violation in order for the \$300 fine to be assessed.

A motion was made to adopt 6.1 with the addition of the fine structure and collection. At the end of the second year of non-payment, the Board reserves the right to seize property and become second lien holder of the property and market the property for sale to recoup fines, attorney fees and expenses. Maureen seconded. All approved. None opposed. Motion carried.

6.3 Special Assessment for Capital Improvement, Fines for Violations, or Extraordinary Expense. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next two succeeding years for the purpose of defraying, in whole or in part: (i) the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and/or (ii)

extraordinary expenses incurred in the maintenance and operation of the Common Area and facilities, if any; provided that any such assessment shall have the assent of the Class B Member and two-thirds of the votes of the Owners who are voting in person or by proxy at a special meeting duly called for that purpose. In addition, should the Board assess any fines or penalties against a Lot/Lot Owner for violations of this Declaration, the Bylaws, or the Rules and Regulations, or should the Board incur any costs in enforcing such violations as described in Section 7.3 herein, such fines or charges shall be considered a Special Assessment against the Lot/Lot Owner, and may be enforced in accordance with Sections 6.5 and 7.3 herein, and applicable law.

A motion was accept changes and additions. All approved. None opposed. A motion was made to get more clarification from attorney on this. Motion carried.

A motion was made to adjourn the meeting. Meeting adjourned at 7:34.