

TFBC SUMMARY OF POLICIES, FINES, FEES, AND CONTRACTS

Annual TFBC membership dues:

\$370 per lot, due on June 1st each year

Past due 30 days after this date - subject to interest charges at the highest allowable rate.

Interest begins to accrue after 30 days and is first posted at 60 days after invoice date

Dues Payment Guidelines:

June 1	Original dues invoice is mailed separate from annual meeting notice (2 mailings)
June 1	Dues are due
July 1	Dues are past due
October 1	Dues are 90 days past due. First late notice is mailed (includes \$10 late fee and accrued interest).
November 1	Second late notice mailed (includes \$10 late fee and accrued interest) - as well as “Water shut off Notice” a 30 day notice to make full payment or sign a “Promissory Note” as well as posted at property. Beach Rights are terminated and key is locked out (\$25 key reactivation fee is required) Owner will be informed at the same time notice will be sent, that a lien will be placed on the property in 30 days.
December 1	Lien on property and water service terminated. Invoice sent for total past due payment plus \$100 re-connection fee. Third late notice are mailed (includes \$10 late fee and accrued interest). A \$500 fee to cover the cost of processing and releasing a lien.
February 1	Fourth late notice (includes \$10 late fee and accrued interest).
April 1	Fifth late notice (includes \$10 late fee and accrued interest).
May 1	You are now past due on 2 years of dues.
June 1	Sixth late notice (includes \$10 late fee and accrued interest).
July 1	Foreclosure will also begin if total debt meets or exceeds \$1000. Foreclosure proceedings will now begin. A \$500. foreclosure processing fee will be assessed. (Includes: dues, assessments, late fees and fines). See Bylaw Article VIII, Section G for meaning of assessments.

Assessments:

Per TFBC Bylaws Article VIII, Section G, the following are included in the meaning of "assessments":

1. General annual assessment and/or dues; special assessments
2. Other charges such as service fees, remediation expenses, fines, late fees and interest
3. Expenses and fees paid by the Association in the effort to collect past due amounts

Due dates are set by the TFBC Board of Directors. Assessments are past due 30 days after date of assessment invoice, subject to interest charges at the highest allowable rate. Interest begins to accrue after 30 days and is first posted at 60 days after invoice date. A Lien may be placed on the property and water may be shutoff for nonpayment.

Other invoices: Due upon receipt, past due 30 days after the invoice date and subject to interest charges at the highest allowable rate. Interest begins to accrue after 30 days and is first posted at 60 days after invoice date.

Animal Control:

- First offense: \$100**
- Second offense: \$250**
- Any subsequent offenses: \$500**

See **Resolution No. 2006 Animal Control** for complete details regarding: the Animal Control Purpose, Prohibited behaviors, Contacts, Board Action, Appeal, and other Remedies adopted by the Board of Directors on the 19th day of April, 2007.

Beach Key Policy:

(Only owners in good standing are allowed to purchase beach keys)

Previous owners are responsible for passing on their key(s) to new owners upon sale of their property. If not, then the new owner is responsible for purchasing their own key(s). Keys will only be sold to new owners once TFBC has received recorded proof from the County that a property has been sold. The previously issued key(s) will be deleted from the system.

Keys \$25 each; limit to two per lot. Nonfunctioning keys replaced free if not damaged.
Lost keys: \$25 each. Previously issued keys will be deleted from the system. \$25 reactivation fee for keys deactivated due to non-payment of dues or for violations.

Termination of beach access

Beach access can be terminated by locking keys out of the system if a member is not in good standing due to not being current on dues and/or assessments or the member, family member or guest violates beach rules. See Beach Policies.

Cabana Rental:

\$50. rental fee. Fee refunded if cabana and surrounding area are left clean and undamaged. Cabana can be rented (reserved) year around; 6 months in advance. If you fail to show with no prior cancellation notification the reservation fee will not be refunded and no further rentals for that year will be accepted.

Fireworks:

Based on its Findings, the Board imposes a ban on all fireworks within the Twanoh Falls Beach Club development at all times. This includes private lots and association-owned common properties.

- First Offense: \$100**
- Second Offense: \$500**
- Third or later Offense: \$1000**

Offenses are separate for the purposes of these amounts when they are separated by at least on half hour. The Board shall send a notice of the fine to the member along with an explanation of the member’s right to appeal.

See **Resolution No. 2006 Fireworks Ban** outlining details as follows: Findings, Process, Ban on Fireworks, Exception, Violations, Responsibility of Members and Appeal adopted the 19th day of April, 2007

Renter Registration Policy:

All homeowners who rent their property out are required to fill out a TFBC renter registration form yearly even if you have the same renters. On this form you will be required to note that you have given your renters the TFBC rules and also declare if your renters will have beach privileges or if you as the homeowner will keep your beach privileges. Both cannot use the beach. Failure to register your renters is a \$50 fine. An additional fine is added every 30 days until your renters are registered or are no longer on the property.

Liens:

Total debt on a lot meets or exceeds \$1000 and / or past due for 6 months. Lot owners will be notified in writing of an impending lien and given 30 days from the date of notification to pay the amounts owed or establish a payment plan approved by the Board of Directors and make the first agreed upon payment. Lien will not be released until the account has been paid in full and an additional \$500 has been paid to cover the cost of processing and releasing the lien.

Foreclosure Processing Fee:

A fee to cover overall time involved during a foreclosure with to include: correspondence, attorney fees, research, financial reports and travel to Shelton. (\$500.00)

Transfer Fee:

A processing fee for property sales and or transfers will be assessed. (\$75.00)

Reserve Fund Fee:

To ensure that the Association shall have adequate funds reserved for proper repair and replacement of Common Elements of Twanoh Falls Beach Club, each person purchasing a property shall immediately pay to the Association a Reserve Contribution Fee of \$250.00 upon becoming a member. This amount is in addition to any other fees and / or assessments paid to the Association. Payments made pursuant to this section shall be nonrefundable and shall not be considered advanced payment for any other assessments levied by the Association.

Board Authority:

The Board of Directors shall not contract for or incur any indebtedness in excess of the amount of \$3500 per project, except where the same has been approved by the membership, as part of any Association annual or special budget. Preferably three but not less than two bids shall be required for any contract or debt incurrence in excess of this amount. Emergency expenditures of up to \$1000 from reserve funds may be made by the Board upon consideration of at least two written bids. The Board shall adopt procedures for the efficient engagement of contract labor, services and related material and supplies.

Open Records:

All TFBC documents are available for perusal or copying from the website www.twanohfallsbeachclub.org Except as otherwise specified by law, the minutes of any membership, Board, or committee meetings, and all other records of the Association, shall be available for examination by all members and the holders of any mortgages on any lots and their authorized agents, on reasonable notice, and upon payment of reasonable cost incurred to provide the same.

All board meetings are open to the membership. Meetings are normally the 3rd Thursday of the month at 6:30pm in the large cabana. If a member has an item they want placed on the agenda they shall send that information in writing to the board within 10 days prior to the meeting.

Protective Covenants:

Included in article IX of the TFBC Bylaws, these protective covenants are meant to maintain proper health and sanitation, avoid rodent harborage, avoid environmental excursions, preserve property value, and promote pride in our community. Compliance is required for home ownership within TFBC. Failure to comply will result in progressive action by the Board of Directors. The 1st notice will be in the form of a warning letter to the property owner, with a 30 day compliance deadline. Beyond 30 days, failure to comply will result in fines as follows:

Violations after the 1st, 2nd, 3rd and all subsequent months when unpaid

Building Warning * \$100 \$250 \$500

(Article IC, Sec 5, 10)

(Article X, Sec 2)

House Trailer/Mobile Home Warning * \$100 \$250 \$500

(Article IX, Sec 11)

Garbage/Refuse Warning * \$100 \$250 \$500

(Article IX, Sec 3, 12)

Poultry/Livestock Warning * \$100 \$250 \$500

(Article IX, Sec 4)

Offensive Noise/Activity Warning * \$100 \$250 \$500

(Article IX, Sec 7)

(Article X, Sec 3)

Vandalism, destruction or defacing of Community Property ** \$100 \$250 \$500

* Warning shall be a letter from the Board of Directors to the property owner.

** In addition to the fine, the property owner will be responsible for restitution in the amount required to restore to original condition.

Fines and restitution, if not paid, will be added to member's dues/assessments and may be turned over to the attorney for legal action which may include a lien and eventually foreclosing on the property. Restitution may also be assessed. All fines are separate from any restitution amounts and shall be added as incurred. Fines are normally assessed on a monthly basis but could be more frequently assessed depending on the seriousness and urgency of the violation.

Vessel Storage / Boat Moorage Policy:

- Vessel Storage is not allowed on the beach between November 1st and April 1st. This is to help keep the beach clear of unused and abandoned boats being left year around
- Maximum size – no longer than 14 feet and no wider than 5 feet 6 inches at widest point
Violators are subject to immediate impoundment.
- TFBC boat sticker must be displayed on all water vessels utilized on TFBC property.
- Only owners are allowed to obtain TFBC boat stickers.

- Vessels without a sticker may be impounded and fines will accrue on the first day of impoundment.
- The outside of the docks are for day use only. The inside is available for the moorage of boats 12ft or less on a “first come first served basis”. Boats not being used on a regular basis should be left on the beach.
- All boat owners are responsible for the proper securement to the docks with appropriate bumpers to avoid damage. Owners will be responsible for any damage.
- Boats obviously not being used on a regular basis may be moved to the beach storage area.

Fines:

Impoundment fee is \$50. Fines will accrue during the period of impoundment. If the vessel is not claimed and all fines paid within 1 year from the initial date of impoundment, the vessel becomes the property of TFBC and may be sold to recoup fines due the homeowner’s association.

If moorage privileges are abused, the owner will be notified that they have 24-hrs to remove the boat. If not removed, it can be locked to the dock with a \$50 a day charge until removed. Small boats can be removed from the dock and impounded. The owner will be charged \$50 to retrieve. TFBC ultimately has the authority to remove boats from the docks and beach property that are in violation of any of the above policies. TFBC is not responsible for any damage or loss due to such removal

Water System Guidelines:

Hookup fee \$1500

Re-connection fee after shutoff \$100

Violations:

- Unauthorized hookup to TFBC water system.
- Turning service to private property on or off at the TFBC water valves.
- Covering, burying, or in any way restricting access to water system shutoff valves.
- Allowing broken or leaky pipes to go unrepaired.
- Restricting water system employees from performing their duties related to the community water system.
- Damaging community water lines, wells, storage tanks or equipment.
- Allowing any cross-connection from their water lines into their own or community water lines
- Turning water back on once it has been turned off by the Twanoh Falls Beach Club or a representative of the Beach Club. Each occurrence constitutes a separate violation and is subject to additional penalties.

At the Annual membership Meeting of June 5, 2010, the membership approved a motion to hold members accountable for payment of the costs of removal of trees that damage water lines as well as the costs of repairs to the lines or other damage. The association has a 5-foot easement for utilities on members’ property. Members must keep a 5-foot radius around TFBC water valves free of brush, debris, trees and tree roots. This means that even at tree outside of this 5-foot radius which produces roots and is allowed to damage TFBC water connections can be your responsibility if it is growing on your lot.

Fines:

- First offense: \$100**
- Second offense: \$250**
- Third offense: \$500**
- Water may be shut off.**

Water Shut Off:

For above violations and for health and safety

6 months past due on dues/assessments

\$100 re-connection fee

Written notification of impending water shut off will be mailed approximately 30 days prior to the date of disconnection of service.

Roads:

Twanoh Falls Beach Club owns two of the private roads in the Community. Mountain View Lane and Forest Lane. Canyon View Lane and Sand Hill Lane are maintained by those property owners that reside there. The paved portion of each of the TFBC owned roadways are maintained by TFBC and the roadway right of way extends approximately 5 to 7ft on each side of the paved roadway edge. Property owners are asked to keep the brush and shrubbery cut back and to keep ditches clear of debris. Any trees which have roots intruding and damaging the road shall be removed. Any work done in the right of way shall be approved by TFBC and follow the written bylaws.

Parking stickers may be obtained by contacting the Roads Director. Stickers are recommended so that vehicles can be easily identified as TFBC residents or if the owner needs to be contacted for whatever reason. Parking overnight in the Beach Club parking lot is allowed when there is going to be a snow or ice event.

Other Charges: Assessments (Article VIII)

Service Fees: The Board of Directors may impose direct fees for such goods and services as, for example, car shed rental, trail fees, use of recreational facilities, retail sales items and lien filing.

Remedial expenses: The Board of Directors may charge to any member any lot condition remediation expenses incurred by Association as specified in recorded covenants, either before or after any Sheriff's sale. **See Resolution 2009-01 for complete information.**

Fines: Any fines, pursuant to a system for the imposition of fines for violation of TFBC covenants and/or rules, as adopted by the Board of Directors.

Late fees and interest: The Association may add reasonable late fees as well as interest of not more than 12% per annum, compounded annually to any delinquent account and all assessment related thereto.

Expenses and fees: Board expends funds with or without litigation in pursuit of collection, etc. See page 21 of Bylaws for full description.

Complaints:

Any member of the Twanoh Falls Beach Club may issue a formal complaint to the Board of Directors. Complaints shall be in writing and signed by the Complainant. A formal email containing all the appropriate information is acceptable. The Complainant shall have all dates, times, TFBC violations and involved parties listed. Pictures and or video should be taken if possible. The Board of directors will follow up on all complaints. If the complaint is deemed a valid violation of TFBC Bylaws or policies, the complaint becomes a violation. If it doesn't violate any policies or bylaws, a complaint is only a complaint, with the expected resolution in a civil manner among residents. Violations will result in a warning letter/fine to the violator within 30 days of the identified violation. As explained in other sections, violations may be issued by the Board, without first being a complaint.

Appeals:

To appeal a fine, the member being fined must contact the TFBC Board of Directors in writing at least 10 days prior to the next scheduled Board meeting. The member must then attend the meeting to discuss and argue against the imposition of the fine. If the member cannot appear at the meeting, he or she can appear telephonically or, if needed, the hearing can be continued one month to the next regularly scheduled Board meeting or any special Board meeting arranged for the purpose of hearing the appeal, and/or other purposes the Board may have for such a meeting.

Contracts:

Beach Host:

The position of Beach Host is to act as the Twanoh Falls Beach Club's first line community member contact and troubleshooter for all related bylaw violations, security and vandalism situations, as well as other problems or concerns that may arise for all beach related activities. The Beach Host reports directly to the Beach Director.

The Beach Host must agree via signed contract with the Twanoh Falls Beach Club (TFBC) to perform duties in return for the provisional placement of their recreation vehicle and vehicle in spaces provided at the TFBC part and the provisional use of the TFBC Park.

If the beach host agrees to additional landscaping or general maintenance, he or she will be paid an agreed monthly fee. It will be the responsibility of the Beach Host to contact the Beach Director if additional duties not described in the contract are warranted.

Complete contract and job description is on file with Beach Director and Secretary.

Harvesting Agreement with DD DeNotta Seafood Company:

A Ten year agreement entered on 2-20-2018 and will continue until terminated. Sale of oysters will be at fair market price paid to TFBC. A TFBC representative shall be made aware of all oyster harvesting and should be present during all harvesting.

Landscaping:

Landscaping will be at the discretion of TFBC and budget money set aside. The Beach Host may be hired for any necessary landscaping.

Water System Certified Operator, H2O Management Services, Inc (Drew Noble):

Agreement reviewed annually to monitor, repair and complete water system sampling per the WA State Department of Health (DOH) guidelines.

Dock Repairs, Lakeshore Construction:

It has been found that Lake Shore Construction is one of the only companies that works on docks in our area. They have solely worked on our pier and docks for 20 plus years. They have been found to be reasonably priced compared to out of the area companies.

Revised: 2-18-2022