



LAKE ARROWHEAD

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August 6, 2021

Over the past few years, there has been a growing complacency for the observation of the Covenants and Restrictions which are the guiding principles governing the activity in our community. There has been an increasing disregard for responding to the Association when requests for correction of a violation have been made. It is unfortunate that we have reached the point that, because of the disregard for simple polite requests for compliance the Association will be initiating a policy and procedure of fines for continued disregard for requests for compliance with the regulations established by our covenants and requests for compliance by the A&E committee regarding construction regulations. Every member of the community should be aware of the policies regulating the activities in Lake Arrowhead and should recognize that they have been established to provide stability and consistency to the community. This is a deed restricted community, and everyone should have been made aware of the Covenants and Restrictions when they purchased their property and compliance is not optional.

The very first section of the Lake Arrowhead Declaration of Restrictions, Covenants and Easements perfectly describes the reason for the regulations that apply to this community.

LAA Covenants Section 1 Purpose:

The restrictions, covenants and easements contained in this Declaration are imposed to promote the quality of life at the community by establishing standards for development and use of the property in the community, preserving scenic beauty protecting environmental and ecological values, providing for the operation and use of facilities and utilities, safeguarding the enjoyment of community lands and amenities, and by creating an organization through which these things may be accomplished, and which will enable the entire community to be developed into an harmonious and integrated whole

Here is a brief summary of the most common violations, but this is not all inclusive and members should become aware of the full restrictions detailed in the covenants.

1. No camping on any lot except those designated with permanent camping rights. All camping vehicles shall be of a conventional design and color and shall not include converted vehicles such as buses, ambulances and hearses.

2. The removal of trees and vegetation is restricted. No healthy tree over six (6) inches in diameter shall be removed, except as necessary for construction purposes. No more than twenty-five percent (25%) of the trees growing between a structure constructed on a residential lot and the property lines of such lot may be removed, except as may be consistent with the practice of normal silviculture techniques. Where trees and vegetation must be removed during the construction of improvements on any property, the areas remaining uncovered by improvements after the completion of the construction must be revegetated as soon as is practicable to minimize the possibility of erosion and to restore the visual esthetics of the area

3. No sign (including, but not limited to, "For Sale," "For Rent," or similar signs), billboard or other advertising structure of any kind may be erected or maintained anywhere in the Community, The Developer or the Club may permit identification signs to be placed on lots and may establish standards and rules governing the use of such identification signs. Realtors may place information tubes on the roadside only. Political signs are

continued on back

permitted under free speech regulations but again are restricted to roadside only.

4. All construction with a value in excess of \$100 MUST be approved by the A&E committee. Plans detailing the improvement must be submitted to the A&E committee along with color selections for approval. Colors must be neutral and natural color. White is not permitted. All structures must also comply with local building codes. Limitations relating to size, configuration, construction technique, exterior appearance, accessory buildings, or other improvements of any kind shall be determined by the A&E committee on an individual basis. Once construction begins it must be completed within three months on mobile home lots and within nine months on residential lots. No occupation of construction is permitted before water and sewer are completed

5. Only one single family dwelling on a lot. Setback requirements are 35 feet from front lot line, 10 feet from side lot lines, and 25 feet from rear lot line. Dwelling must have a minimum of 760 sq ft. Fairway lots have a minimum of 1000 sq. ft. and the minimum in East Briar is 1400 sq ft.

6. Only licensed vehicles may be parked on any lot and are restricted to parking on the driveway. No stripped, partially wrecked, or junked motor vehicle, trailer, boat, refrigerator, stove, other appliance, or any other salvage item of any kind, or parts thereof, shall be permitted to be parked, kept or stored on any public street, tract or corporate area in the community No ungaraged boat, snowmobile, or similar craft or other gear shall be parked or left on any tract at any time when not in daily use; except that the same may be permitted on tracts upon which the principal residential or commercial structure has been completed, but only to the extent specifically permitted under rules adopted by the Committee.

7. No business can be operated on any residential lot.

8. Fuel storage tanks must be buried or screened by fencing or shrubbery.

9. Clotheslines must be placed so they are out of view and clotheslines are not allowed in the East Briar Addition.

10. No outside toilet may be placed in the community.

11. No person may introduce any diseased or noxious plant, animal, insect, or invasive species.

12. No noxious, offensive, or illegal activity shall be tolerated on any tract.

13. No mobile home may be placed on any tract other than on designated mobile home lots. Only one mobile home allowed, and they must be 500 sq ft and a minimum length of 22 feet with one accessory building.

14. All exterior furniture or decorations must be designed for exterior use.

15. All tracts are to be well maintained.

Copies of the complete Covenants and Restrictions are available on the Lake Arrowhead website at lakearrowheadgolf.com by clicking on the about header and then clicking links.

In addition to the other remedies provided for herein, the Club shall have the right, whenever there has been placed on any lot, any structure or personal property or there is allowed to exist thereon any condition which is in violation of this Declaration, to enter upon the property where such violation of the Declaration exists and to summarily abate or remove the same at the expense of the owner and any such entry shall not be deemed a trespass.

The policy for fines for refusal to comply with requests for compliance from the Association will be as follows and will be implemented beginning on September 1, 2021

FINE POLICY AND APPEAL PROCESS

EFFECTIVE SEPTEMBER 1, 2021

FINE POLICY

Pursuant to the Declaration of Restrictions, Covenants and Easements for Lake Arrowhead (the "Declaration"), Lake Arrowhead Association, Inc. (the "Association") shall have the right to adopt a schedule of fines for violation of any provision of the Declaration or the Association's Articles of Incorporation, Bylaws, or rules (collectively, the "Governing Documents"). The following Fine Policy and Appeal Process (the "Policy") is hereby adopted for the Association. Capitalized terms used but not defined in the Policy but defined in the Declaration have the meanings given to them in the Declaration.

continued on next page

Fines: No fine shall be imposed without providing a First Notice to the Owner describing the violation and stating that failure to correct the violation within thirty (30) days or **another occurrence of the same violation within three (3) months** of the original violation shall make the Owner subject to imposition of a fine. Each notice shall include a statement notifying the Owner that the Owner has the "RIGHT OF APPEAL" under the Appeal Process. Failure to pay any fines shall subject the Owner to additional penalties.

First Notice: A first notice of the violation shall be mailed to the Owner requesting compliance within thirty (30) days – **NO FINE**.

Second Notice: If the violation still exists thirty (30) days after the initial notice of violation, a second notice requesting compliance within thirty (30) days shall be mailed to the Owner and **\$25.00 FINE** will be assessed to the Owner's Lake Arrowhead house account.

Third Notice: If the violation still exists thirty (30) days after the second notice of violation, a third notice requesting compliance within thirty (30) days shall be mailed to the Owner and a separate **\$50.00 FINE** will be assessed to the Owner's Lake Arrowhead house account.

Fourth Notice: If the violation still exists thirty (30) days after the third notice of violation, a fourth notice requesting compliance within thirty (30) days shall be mailed to the Owner and a separate **\$50.00 FINE** will be assessed to the Owner's Lake Arrowhead house account.

Continuing Violations: If the violation still exists thirty (30) days after the fourth notice of violation: a **FINE of \$100.00** shall be assessed **then and every subsequent thirty (30) days** until the violation is resolved; and, the Board shall have the right to remedy the violation and/or take legal action, the cost of which will be assessed to the Owner's Lake Arrowhead house account.

Notwithstanding the foregoing, the Board reserves the right to seek Injunctive Relief at any time, regardless of the presence or absence of notices under this Policy, for any violation that the Board determines in its sole and absolute discretion constitutes a material danger to persons or property or requires immediate action for any other substantial reason.

The Board reserves the right to take any action permitted by law or the Governing Documents, in addition to the above Policy.

APPEAL PROCESS

When a violation notice is sent to an Owner, such notice shall include a statement notifying the Owner that the Owner has the "RIGHT OF APPEAL" under this Appeal Process.

An Owner who receives a violation notice, without regard to whether a monetary penalty is imposed by the notice, may provide the Association with a written response by sending the response by certified mail within twenty-one (21) calendar days after the date of the notice. The response shall be sent to the address identified in the notice (or, if no address is identified, to the Association's registered office).

To be considered by the Board, appeals shall:

- 1) Demonstrate **extenuating circumstances** which require deviation from the Governing Documents.
- 2) Include all pertinent backup information to support the existence of the **extenuating circumstances**.

Any appeal that does not meet the above requirements shall not be heard by the Board and shall be considered **DENIED**.

The Owner appealing the violation will be given written notice that the appeal has been received and that it will be reviewed by the Board.

If the appeal is denied, the Owner must bring the violation into compliance as provided in the initial violation notice and fines may continue to accrue under the Fines Policy. In addition, the Board may seek legal action to remedy the violation. All costs of legal action will be billed to the Owner.

All decisions of the Board on appeal are final and may not be further appealed.

Failure to pay house account charges will result in the loss of use privileges for all amenities and suspension of the ability to utilize house charges.