

Consolidated RSCC RULES & REGS

Including Fines Schedule & Collection Policy

1. The use and occupancy of each lot shall be subject to the provision of the Articles of Incorporation and the By Laws of the Rainbow Springs Community Club, Inc. a Non-profit, non-stock Washington Corporation.
2. Before construction of any structure is commences, all plans must be approved by the Architectural Committee or Board of Trustees or Rainbow Springs Community Club, Inc. All construction shall be in conformity with the approved plans.
3. All construction must be new construction. No mobile home may be used as a permanent residence. Used buildings, mobile homes and trailer may be moved onto any lot for a temporary period not to exceed 3 months.
4. Any building or structure upon any tract of this subdivision shall have a completed exterior within 3 months from commencement of construction unless written consent for extension is granted by Rainbow Springs Community Club.
5. Persons building within the boundaries of Rainbow Springs must present to the board evidence of obtaining a building permit and approval by the Health District of Snohomish County.
6. All clearances and/or permits will have to be in compliance with the Health Department, Building and Plumbing Code Department, and the Public Utility District of Snohomish County.
7. Any lot owner diverting water from its course must provide a substitute course through his property.
8. Speed limit 15 MPH.
9. Private road usage for lot owners, guests, mail, delivery and garbage services.
10. Guests must be accompanied by or with permission of a lot owner (and/or responsible member of the family) or resident while using beaches and facilities.
11. Keep the community restrooms clean.
12. Remove your garbage when leaving area.
13. All fire must be put out when leaving the beach areas or your lot and must adhere to County regulations for size.
14. Respect other lot owners rights - No loud noise after 10:00 pm.

15. The operation of any motorized boat on Rainbow Lake is prohibited. Electric trolling motors equal to or less than 55 pounds of thrust are permitted.
16. Each lot owner shall keep the 60 foot road right-of-way in front of their lot or lots clear of brush and trees.
17. No vehicles exceeding 10,000G GVW will be allowed on the roads without permission of the Rainbow Springs Community Club, Inc.
18. No motorcycles allowed without original factory muffler system.
19. No motorbikes or cars on dike of lake or river community area.
20. No blocking traffic on roadway.
21. No dogs on beach areas. Dogs will be on leash or under owner control at all times.
22. No livestock allowed within the community area including horses and poultry.
23. No target practice or hunting with firearms or bow and arrow of any type.
24. No overnight camping on the river beach or community areas except in designated areas.
25. No signs shall be posted on any lot without written approval of Rainbow Springs Community Club, Inc.
26. Any breach of any of the foregoing conditions shall constitute a cause of action against the persons committing the breach by Rainbow Springs Community Club, Inc.
27. ATV's and off-road motorcycles are not permitted to be driven upon the roads or upon the common areas of the community. Exception: When vehicles are used in support of community emergencies, events and or community improvement projects and as approved by the Board of Directors.
28. Parking permits are required to be displayed on all vehicles parked at the Lake or River Park, and or on any common area or easement of this community. Vehicles not displaying authorized parking permits will be subject to being towed at the owner's expense.

General Nuisance Rule

No Owner shall commit or permit any nuisance or any illegal activity in or about their Property or within Community Boundaries.

For Greater Clarification, a Nuisance consists of unlawfully doing an act, or omitting to perform a duty, which act or omission either annoys, injures or endangers the comfort, health or safety of others, offends decency, or unlawfully interferes with, obstructs or tends to obstruct, or renders dangerous to the Community and in any way renders other persons insecure in life, or in the use of their personal property.

Fine to be assessed, \$500.00.

RSCC Fines Schedule and Collections Policy

1. **Fines Assessed.** All property owners are responsible for their renters, guests, or any other persons not a property owner and associated with their property.
 - a. Any RSCC bylaw and/or rules and regulations violations must be supported by either:
 - 1) Corroborating complaint by two or more homeowners; or
 - 2) Photo and/or video evidence
 - b. First violations in all cases will be handled with a "Warning Letter" approved by the BOD. Further complaints on the same violation will result in the assessment of a fine.

Property owners who violate, or allow any others associated with their property to violate (renters, guests, etc.) may be subject to a community fine of \$50 per day/per occurrence.
 - c. A two thirds (2/3) vote by a quorum of board members is required to assess such fines.
 - d. If the violator is a board member, he/she CAN NOT vote on the fine assessment.
 - e. Appeal.
 - 1) The property owner will have thirty (30) days after the notice of the fine assessment to submit an appeal, in writing, to the BOD.

2) Upon receipt of the written appeal, the BOD will set aside the fine until the next monthly BOD meeting. The property owner MUST be present at the next monthly meeting to present their appeal to the BOD. The board can then decide that:

- i. YES-the violation occurred and the property owner is responsible for the fine, or
- ii. YES- the violation occurred, but the fine will be dismissed provided there are no further violations for the next 12 months, or
- iii. N- the violation did not occur and the action is dismissed.

3) If the property owner fails to attend the monthly meeting to appeal, the fine will be assessed.

- f. Fines will double for property owners who have more than three (3) of the same violation in one (1) calendar year.
- g. Any fines that remain unpaid more than 30 days from the date of assessment may be sent to collections or subject to litigation.

2. Assessment Collection. When a property owner is assessed a fine(s) for a violation of any RSCC bylaws and/or CC&Rs pursuant to RSCC's fine schedule policy in section 1 above, the fines shall be due and payable to the HOA Treasurer or designee within ten (10) calendar days from the date of final assessment.

3. Assessments Are a Lien; Priority. All unpaid fines assessed by the Association for the share of the common expenses chargeable to any unit, including the unit's proportionate share of rent, and any sums specially assessed to any unit under the authority of this Declaration or the By-Laws (together with interest, late charges, costs, and attorney's fees in the event of delinquency), shall constitute a continuing lien on the unit, and all its appurtenances from the date the assessment became due until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the unit in favor of any assessing unit and/or special district, and to all sums unpaid on all mortgages of record, but shall have priority over all other liens against the unit. A mortgagee of a mortgage of record of a unit that obtains title through a mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale shall take the unit free of any claims for the share of common expenses or assessments by the Association chargeable to the unit that became due before taking title, but will be liable for the common expenses and assessments that accrue after taking title, in which event the unit's past-due share of common expenses or assessments shall become new common expenses chargeable to all of the owners, including the mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to their respective percentages of undivided interest in the common areas and facilities (common elements); however, the owner shall continue to be personally liable for such past-due assessments, as provided in section 16.3. For the purpose of this section, the terms "mortgages" and "mortgagee" shall not mean real estate contracts, or a vendor, or a designee, or assignee of a vendor under a real estate contract.

4. **Lien May Be Foreclosed.** The lien for delinquent assessments may be foreclosed by suit by the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The Board, acting on behalf of the Association, shall have the power to bid on the unit at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.
5. **Assessments Are Personal Obligation.** In addition to constituting a lien on the unit and all its appurtenances, all sums assessed by the Association chargeable to any unit (together with interest, late charges, costs, and attorney's fees in the event of delinquency), shall be the personal obligation of the owner of the unit when the assessment is made. Suit to recover personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them.
6. **Late Charges and Interest on Delinquent Assessments.** The Board may, from time to time, establish late charges and a rate of interest to be charged on assessments that may thereafter become delinquent. In the absence of another established non-usurious rate, delinquent assessments shall bear interest at the rate of twelve percent (12%) per annum. If a monthly assessment against a unit is not paid when due, the Board may elect to declare all monthly assessments against that unit for the remainder of the fiscal year to be immediately due and payable.
7. **Recovery of Attorney's Fees and Costs.** In any action to collect delinquent assessments, the prevailing party shall be entitled to recover, as part of its judgment, a reasonable sum for attorney's fees and expenses reasonably incurred in connection with the action, in addition to taxable costs permitted by law.
8. **Delinquent Assessments--Rented Units.** If assessments are more than thirty (30) days delinquent for a unit which is rented, the Association may collect from the tenant of the unit so much of the rent for the unit as is required to pay any amounts due for assessments, plus interest and costs. The tenant shall have no right or duty to question payment to the Association, and the payment to the Association will discharge the tenant's obligation to the owner for rent.
9. **Remedies Cumulative.** The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.
10. **Security Deposit.** An owner who has been delinquent in paying his/her monthly assessments for three (3) of the five (5) preceding months may be required by the Board, from time to time, to make and maintain an additional security deposit not in excess of three (3) months' estimated monthly assessments, which shall be collected and shall be subject to penalties for nonpayment as are other assessments. The deposit shall be held in a separate fund, credited to such owner, and may be resorted to at any time when such owner is ten (10) days or more delinquent in paying his assessments.

