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Document Title(s)

1. ~~Public~~ Policies & Procedures
2. _____

Reference Numbers(s) of Documents Assigned or Released

_____ ADDITIONAL REFERENCE #'S ON PAGE _____

Grantor(s)

1. Collins Lake to Public
2. _____ ADDITIONAL GRANTORS ON PAGE _____

Grantee(s)

1. Public
2. _____ ADDITIONAL GRANTEE(S) ON PAGE _____

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

1. Divisions 1-4 Collins Lake
2. _____ ADDITIONAL LEGAL IS ON PAGE _____

Assessor's Property Tax Parcel/Account Number(s)

_____ ADDITIONAL PARCEL #'S ON PAGE _____

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE STAFF WILL NOT READ THE DOCUMENT TO VERIFY THE ACCURACY OR COMPLETENESS OF THE INDEXING INFORMATION PROVIDED HEREIN.

Collins Lake Community Club

Policies and Procedures



Collins Lake Community Club
C/O HOA Community Solutions
PO Box 364
Gig Harbor, WA 98335

July 2023

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Collins Lake Community Club – Policies and Procedures Manual

Purpose: The Collins Lake Community Club Board of Directors shall develop and adopt formal written policies and procedures for the use in management of the Association and clarification of the By-Laws and Protective Covenants.

1. Board of Directors – Consists of/Duties

1.1 President:

1.1.1 The President shall be responsible for directing that the policies and procedures for segregation of duties are enforced.

1.1.2 The President or designated alternate shall establish and publish a meeting agenda for each regularly scheduled or special meeting. An attempt shall be made to publish the agenda in advance of the meeting to allow board members to adequately prepare for the meeting. The use of email for distribution is recommended for both expediency and cost savings.

1.2 Vice President:

1.2.1 The Vice President shall periodically provide oversight review of CLCC records to ensure completeness and compliance with established requirements and report finding to the Board.

1.2.2 Perform the duties of the President when the President is unavailable.

1.3 Secretary:

1.3.1 The Secretary shall be responsible for monitoring club business communications via email and provide a summary at the monthly Board of Directors meeting.

1.3.2 The Secretary shall be responsible for recording and transcribing meeting minutes and distribution to board members. Email to board members is encouraged as soon as possible following the meetings to allow for feedback and corrections to be advised prior to the next meeting. This is intended to facilitate accurate and timely acceptance of meeting minutes at the following board meeting.

1.4 Treasurer:

1.4.1 The Treasurer shall review the monthly HOA Community Solutions and Northwest Water Systems financial reports shall be reviewed for general oversight. Any questions or concerns shall be aired at the next board meeting or sooner as deemed necessary and reflected in the minutes of such meetings.

1.4.2 Two (2) signatures are required on the CLCC Water and Club checks in excess of one hundred fifty dollars (\$150.00).

1.4.3 Signatories for all bank accounts shall be mutually determined by the Board at the first meeting following installation of new officers and recorded in the minutes. A letter defining the signatories for accounts shall be drafted and signed by the executive board for presentation to the banks. Old signatories and new signatories shall arrange a meeting at the banks to transfer responsibilities as soon as possible following installation of new Directors or transfer of signatory responsibility.

1.4.4 At least three board members shall be designated to represent CLCC for check writing/approval and other required banking matters.

1.4.5 The method of submitting payments is directly to HOA Community Solutions.

1.4.5.1 Membership dues shall be billed once a year on July 1 and payment must be submitted by August 1. Current dues are \$110.00 per lot billed to and paid by the owner of each lot.

1.4.6 The Treasurer shall validate the accuracy for all dues and new member fees in the HOA Community Solutions monthly report.

1.5 Water System Manager:

1.5.1 One or more board members shall be designated as Operations Manager for the Water System. That person or persons shall be responsible for notifying and coordinating with emergency repair companies, and general monitoring of the water system resources.

1.5.2 The operations manager shall post notice of water leaks at the community sign and advise customers of potential leaks in coordination with the water services manager (Northwest Water Systems).

2. Board Meetings: CLCC Board meetings shall follow the Standard code for Parliamentary Procedure for the conduct of meetings. Except for special meetings, an agenda format shall be adopted as follows:

2.1 Opening of the meeting, called to order.

- 2.2 Recording of board members present and establishment of a quorum. If no quorum is present, the meeting shall be rescheduled and then adjourned. An informal working meeting may proceed but does not constitute a formal board meeting and no resolutions may be raised or passed.
- 2.3 Circulate a member, guest sign in sheet to record those present.
- 2.4 Provide guests the opportunity to speak if that is their intended purpose of attendance. Guests may be required to leave prior to discussion of sensitive community business.
- 2.5 Proceed with agenda designated for the meeting.
- 2.6 Record all topics of discussion including major decisions and motions made, carried, delayed and defeated.

2.7 Motion to adjourn.

3. Annual Membership Meeting

3.1 Agenda:

3.1.1 Call to order, quorum established.

3.1.2 Reading and approval of minutes. A copy of the authenticated report shall be posted to CLCC website. Discussion shall be limited to addressing the correctness and completeness of the minutes.

3.1.3 Reports submitted, not approved.

3.1.3.1 Secretary's Report - Secretary's Report – The secretary shall summarize the annual meeting minutes and other noteworthy items

3.1.3.2 Treasurers Report - Treasurers Report – The treasurer shall distribute the financial reports for the Water and Club finances. Immediate discussion shall be afforded, and shall be amended as necessary. Budget for the year submitted and accepted by membership by majority vote.

3.1.3.3 Vice Presidents Report - The Vice President shall run meeting if President is unavailable.

3.1.3.4 Water System Report - The director responsible for water system management shall summarize water system activities and status including events such as flushing (planned and executed), Fire Department Draws, leaks, repairs, and projects. A bi-monthly report shall summarize unaccounted for water between periods and for the calendar year.

- 3.1.3.5 Community Report – The Board shall summarize activities, events, and status of issues affecting community. These issues may include but not be limited to lake and park issues, fish, facilities, reports of vandalism and community feedback.
- 3.1.3.6 Other Special Committee Reports – Directors assigned special committee responsibilities shall have the opportunity to summarize current actions and events of their committee.
- 3.1.4 Unfinished business. Old Business items shall be revisited for the purposes of completing action. Previous minutes shall be reviewed for outstanding issues and serve as a continuation point for discussion. Each issue, in turn, shall be opened for discussion, addressed for status, determination of closure or identified for further action. Motions for action shall be made and voted upon.
- 3.1.5 New Business. New Business items shall be introduced by the Board of Directors.
 - 3.1.5.1 Preferred method. Any member shall have the right to bring a new business item to the attention of the board by notifying a Director in writing of the specific nature of the new business item. The item will then be placed on the meeting agenda.
 - 3.1.5.2 Any member may make a motion to be discussed, amended and voted on.
- 3.1.6 Motion to adjourn. Having completed the business before the membership and prior to accepting a motion to adjourn the meeting, the President shall announce the date, time and place of the next meeting. Then the President shall accept a motion to adjourn.
- 3.2 Voting:
 - 3.2.1 Members in good standing must be in compliance with the Bylaws of CLCC and be the owner as shown by a conveyance document/deed recorded with Mason County, WA and indicated by name shown on parcel number search.
 - 3.2.2 All votes of the CLCC shall be by voice vote or show of hands and majority of members in good standing passed.
 - 3.2.3 Nominations from the floor shall be granted. For a member to be eligible to serve as a director, he/she must be a member of CLCC in good standing and must not have been barred from service on the board.
- 4. Special Board Meeting: to be held immediately after the Annual Membership Meeting.
 - 4.1 Once elections are complete, the board members shall choose their executive member positions from within the board at a meeting held directly after the Annual Membership Meeting.

4.2 **Executive Board Posting:** Notification shall be made to various business and government officials to identify release of past board member authority and new executive board member introduction. This notification shall be given to as a minimum:

1. North West Water Systems Inc.
2. HOA Community Solutions
3. Attorney
4. USDA

5. Records Management

5.1 **Monthly Records** – Monthly records are kept with HOA Community Solutions.

5.2 **Financial Records** – Are kept with HOA Community Solutions.

5.3 **Meeting Minutes** – Shall be posted on CLCC website and noted if meeting was not held.

6. Water System Operation

6.1 CLCC Board of Directors shall provide oversight on the operation of the community well system. This shall include tracking of expenditures and actions taken by:

Northwest Water Systems

CLCC Board of Directors and other community members acting on their behalf

State Compliance Actions

USDA Compliance Actions

Others

6.2 **Unaccounted for Water** under State rules more than 10% “unaccounted for” water loss must be reporting to the state. Unaccounted water is defined as the difference between the gross amount of water delivered from the well water mains and the amount of water recorded as going through the sum of all water meters in the community. The difference could be a water main leak or a badly calibrated main distribution meter.

6.3 **Water Usage Audit** – CLCC has directed NWS to track unaccounted for water at the end of each billing cycle and take appropriate action for correction.

6.4 **Flushing** – When NWS flushes portions of the distribution system, any water used for flushing operations will not be counted into the gross amount of water delivered from the well water mains at S01 and S03. Please note beginning and ending source meter readings.

6.5 **Fire Department Draws** – The fire department must account for all water drawn and report to CLCC for water usage accounting. A meter shall be placed on the main fire hydrant at the fire house to account for monthly water usage.

- 6.6 Water Main Leaks – See Unaccounted for Water.
- 6.7 Leaks on homeowner's property:
 - 6.7.1 The following language was provided to CLCC by the USDA – lien holder of CLCC loan accounts:
 - 6.7.1.1 Provided to all of CLCC customers information via water bills regarding steps to take to keep pipes from freezing, keep large trees and vegetation away from water lines, etc. Records shall be kept of notifications.
 - 6.7.1.2 Let the homeowners know it is their responsibility to maintain the water line from the meter to their home.
 - 6.7.1.3 Let homeowners know that they are responsible for any water line breaks that occur from the meter to their home, and they are also responsible for the community water that is lost as a result of any breaks that occur from the meter to their house.
 - 6.7.1.4 No forgiveness is necessary if the homeowners have been properly educated and you keep a record of your education efforts.
 - 6.7.1.4.1 During the June 2014 Annual Membership Meeting the following policy was adopted by a majority community vote: Forgiveness of Member Water Account Debt: This is at the discretion of the Board of Directors and the community member must address the board.
 - 1. Provided a member is in good standing there is the ability to grant a "One Time" forgiveness of a portion of a water bill where a failure (i.e. water line break) resulted in an inordinate use of water.
 - 2. The forgiveness of the basic rate established by the CLCC cannot be waived or changed as this provides for the maintenance, upkeep and loan repayment for the watersystem.
 - 3. The reduced amount above the basic rate, in one billing cycle, shall not exceed 50% of the outstanding balance or \$2,000, whichever is less.
 - 4. The water loss cannot be caused by a natural disaster and the homeowner's policy must not cover the damage.
- 6.8 Various daily and weekly chlorination tasks are required to sustain water quality and meet the requirements of governmental regulations. CLCC is responsible for the daily free chloride testing, while NWS is responsible for all weekly chlorination tasks.
- 6.9 Water System Maintenance (leaks, repairs, etc.)
 - 6.9.1 Emergency Repairs; CLCC has authorized NWS and Nicholson Drilling to effect emergent repairs in our Contract Terms and Conditions

- 6.9.2 Event of a Power Outage; CLCC Water Operations Manager will liaison with PUD3 to determine need to run generator to provide adequate system pressure.
- 6.9.3 Non- Emergency Repairs; CLCC has authorized NWS and Nicholson Drilling to effect non-emergent repairs in our Contract Terms and Conditions.
- 6.9.4 Preventative Maintenance; CLCC has authorized NWS and Nicholson Drilling to effect preventative maintenance repairs in our Contract Terms and Conditions.
- 6.10 Water System Maintenance (leaks, repairs, etc.)
 - 6.10.1 Major Projects and any work that requires modification to the main water lines, storage tanks, pump facilities.
 - 6.10.2 All major projects shall require at least 3 bids be submitted for evaluation.
 - 6.10.3 CLCC shall provide sufficient written detail of the work required to allow competitive bids to include realistic estimates of cost and schedule detail.
 - 6.10.4 CLCC shall ensure that the contractor selected is properly licensed, carries a performance bond greater than the value of the contract considered.
 - 6.10.5 CLCC shall check with the county and / or other governmental agencies for permitting requirements to ensure proper compliance with laws and regulations.
 - 6.10.6 CLCC shall acquire all necessary permits prior to commencing work.
 - 6.10.7 CLCC Board of Directors shall designate a director to act as oversight and coordinator for all required work inspections.
 - 6.10.8 In the event of a red tag by governmental or other controlling agencies, no additional funds will be approved or dispersed until full Board of Directors has been apprised of the situation and some form of remedy has been successfully completed.
 - 6.10.9 Final payment of at least 20% shall be withheld until the project is completed and all required inspections have been approved.
- 6.11 The CLCC Articles and Bylaws include a Water Users Agreement. Under the provisions of this agreement, owners of certain lots decided not to have a water meter installed during initial water system activation.
 - 6.11.1 Meters added to the system after the initial water system activation period shall be subject to a minimum connection charge of \$2750.00.

- 6.11.2 Owners of lots who elected not to have a meter installed are obligated to pay a nominal monthly charge (\$12.00). The fees paid to account for these lots shall accrue as an escrow amount and shall be applied toward the total bill to offset the connection charge.
- 6.11.3 In the event that connection charges exceed the nominal connection charge, the lot owner shall be obligated to pay these charges.
- 6.11.4 In the event that accrued value exceeds the minimum connection charge, no refund or value shall be given the lot owner.

7. Community Rules for Lake, Facilities and Housing area.

- 7.1 Collins Lake is defined as a "Restricted Lake" regarding the use of internal combustion motors per Mason County 9.04.420.
- 7.2 Fish:
 - 7.2.1 Each year, there is a general allocation of funds set aside for the purchase of Lake Fish. Lake will be stocked (as lake water level permits) by either the Collins Lake Community Club or upon their request the HOA management team.
 - 7.2.2 Collins Lake is an "Unlisted Lake" and fishing is open for fishing year-round as described in "Westside Lakes – Special Rules" as contained in Washington Sport Fishing Rules.
- 7.3 Park Access Gates
 - 7.3.1 Access gates are opened by code. All members in good standing will be supplied the current code.
- 7.4 Collins Lake Community Club Rules:
 - 7.4.1 Quiet hours shall be 10:00 P.M. to 7:00 A.M.
 - 7.4.2 Fireworks rules: Fireworks used at Collins Lake shall be consistent with Washington State Law RCW 70.70.395 as follows:
 - 12:00 noon – 11:00 P.M. – June 28th
 - 9:00 A.M. – 11:00 P.M. – June 29th to July 3rd
 - 9:00 A.M. – 12:00 Mid-night – July 4th
 - 9:00 A.M. – 11:00 P.M. – July 5th
 - 6:00 P.M. December 31st – 1:00 A.M. January 1st
 - 7.4.3 Outdoor Fireplaces and Pits shall be built to Forest Service specifications. Where burning is allowed, only natural vegetation or firewood is legal to burn. Burn barrels are not allowed.

7.4.4 Animal/Dog ownership responsibilities:

7.4.4.1 Owners or keepers of any animal will not allow such animal or any dog to enter or trespass onto private property of another without the express permission of the owner or caretaker of said property; or to allow said animal or dog to run at large onto any public property or the public right-of-way within Collins Lake Community Club. All animals and dogs shall be under the immediate physical restraint of a competent person by tether or leash of 10 feet or less in length when not on the owners/renters property.

7.4.4.2 Per Mason County Animal Ordinance 101-98:

- a. 1st offense – warning
- b. 2nd offense - \$100.00
- c. 3rd offense or more - \$250.00 per each offense and a misdemeanor.

7.4.5 CLCC lots shall be maintained according to Protective Covenants, By-Laws and all state and county laws and ordinances.

7.4.5.1 All owners shall keep lots clear of rubbish, garbage, or other waste.

7.4.5.2 No dumping of black or grey water from recreational vehicles allowed in Collins Lake Community.

7.4.5.3 All motor vehicles, recreational vehicles and boats shall be in operational order.

7.4.5.4 All lots shall be kept clear of all derelict recreational vehicles, junk motor vehicles and or motors/vehicles for scrap.

7.4.6 Firearms: Adhere to Mason County WAC. 332-52-15. Although, Collins Lake Community Club policy is that Firearms shall not be discharged within Collins Lake Community.

7.5 Administration of Rule and Policy Enforcement:

7.5.1 The offending member will receive:

- a. Courtesy Warning – gives 45 days for compliance
- b. Fine of \$50 plus additional fees (i.e. postage, certified/registered mail and attorney fees)
- c. Further necessary actions through attorney which will incur additional fees

7.5.2 Payment of fines will be within 45 days of receipt of complaint by the offending member. After the 45 days have passed, a late fee of 1% of the total amount will be placed on the account and repeated every month until the account is paid or payment schedule has been agreed upon.

Collins Lake Community Club
Protective Convents - Rules and Regulations

Collins Lake Community Club Protective Covenants Rules and Regulations

Collins Lake Community Club
C/O HOA Community Solutions
PO Box 364
Gig Harbor, WA 98335
July 2023

**Collins Lake Community Club
Protective Convents - Rules and Regulations**

**Collins Lake Community Club
Policies and Procedures
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Collins Lake Community Club Protective Covenants - Rules and Regulations

1. CLCC Protective Covenants and Rules and Regulations

1.1 Purpose and use of this document

These Covenants, Conditions and Restrictions (CC&R's) are enacted to provide community guidelines and expectations.

2. Rules and Regulations

2.1. Prefabricated and modular homes, no older than ten (10) years, may be moved into Collins Lake. The criteria for acceptability, conformance and appearance are the same for the standard on site wood constructed residence. Homes must comply with Mason County Building Codes. Specific requirements are:

2.1.1. Removal of the undercarriage and towing attachment

2.1.2. Placed on a permanent foundation.

2.1.3. Crawl space completely enclosed with a material compatible with the upper exterior.

2.1.4. Taxed as real property

2.1.5. Must be structurally sound, stable and in good appearance.

2.2. Members of Collins Lake Community Club cannot clear-cut without a building permit posted on property. Project must be completed within twenty-four (24) months. A five (5) foot greenbelt must be maintained from the property lines.

2.3. Pet owners will be liable for any injury or damage caused to any person or pet.

2.4. The owners of each lot shall keep it reasonably clear of all derelict vehicles and or junk motor vehicles as it does not constitute a nuisance or violate other applicable rule or regulation. No scrap vehicles sitting or being parked on the side of the road for longer than twenty-four (24) hours. No vehicles being stored on the side of the road.

2.5. Renters must comply with Articles, Bylaws, Covenants, Rules and Regulations of Collins Lake Community Club. Landlord property owners can be held liable for actions of their renters.

2.6. The Collins Lake Community Club shall impose a lien fee in addition to other costs, penalties and assessments that may be imposed against a lot owner for any lien prepared and recorded by Collins Lake Community Club.

**Collins Lake Community Club
Protective Covenants - Rules and Regulations**

2.7. A lot owner will be charged a fee for preparation and recordation of a release lien on a member's lot.

3. Protective Covenants (Divisions 1-3) Collins Lake Community Club, Incorporated

3.1. All lots in this plat shall be used for residential, camping, or recreational purposes.

3.2. All property owners and purchasers shall be subject to Articles and Bylaws of that certain non-profit corporation known as Collins Lake Community Club, Washington Corporation.

3.3. No lot shall be used as a dumping ground for rubbish, garbage, or other waste.

3.4. No poultry, livestock, or animals of any kind other than house pets shall be kept or maintained on any part of waterfront lot, those with creeks or adjoining wetlands.

3.5. No building, shed or garage shall be constructed within forty (40) feet from the centerline of any creek or within twenty (20) feet of the right-of-way or within five (5) feet of the side or back lines, or within forty (40) feet of the edge of the lake.

3.6. Easements within five (5) feet of all lot lines are hereby reserved for drainage, water system pipes, sewage system pipes, storm sewers and utilities, including right of maintenance.

3.7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the community.

3.8. Any outdoor fireplace, barbeque of the like shall be built and maintained to Forest Service specifications.

3.9. The cost of construction, improvement and/or maintenance of community water system, electricity, parks and recreational area shall be paid by non-profit corporation to be composed of all owners of lots in this plat and additional plats, if any, as may be designated by the developers of the aforesaid land and additions, or by private corporation subject to governmental regulations.

3.10. No shack or unsightly buildings shall be erected on this property. All structures shall be complete as to external appearance, including finished painting, within twenty-four (24) months from the date of commencement of construction.

3.11. All garbage and refuse containers shall be kept in an area concealed from public view.

**Collins Lake Community Club
Protective Convents - Rules and Regulations**

- 3.12. All sewer or septic systems must be properly installed and maintained according to regulations now enacted or hereinafter passed by any governmental authority having jurisdiction over the property upon which the lots are located. Also, no septic tanks shall be constructed within seventy-five (75) feet from the center line of any creek or within seventy-five (75) feet from the edge of the lake or within five (5) feet of the lot side or back lines.
- 3.13. The breach of any of the foregoing restrictions shall constitute a cause of action against the persons committing the breach by any other owner or purchaser of lots in this plat.
- 3.14. The sale of less than a whole lot is prohibited unless and until a formal replat shall have been submitted and approved; except that this restriction shall not be construed to prohibit the combination of the parts of one lot with the two adjacent lots. Except also that this restriction shall not apply to the sale of undivided interest in a lot.

4. Protective Covenants (Division 4) Collins Lake Community Club, Incorporated

- 4.1. All lots in this plat shall be used for residential, camping, or recreational purposes.
- 4.2. All property owners and purchasers shall be subject to Articles and Bylaws of that certain non-profit corporation known as Collins Lake Community Club, Washington Corporation.
- 4.3. No lot shall be used as a dumping ground for rubbish, garbage, or other waste.
- 4.4. No poultry, livestock, or animals of any kind other than house pets shall be kept or maintained on any part of lots with adjoining creeks or wetlands.
- 4.5. No building, shed or garage shall be constructed within fifty (50) feet from the centerline of any creek or within twenty (20) feet of the right-of-way or within five (5) feet of the side or back lines, or within seventy-five (75) feet of the edge of the lake.
- 4.6. Easements within five (5) feet of all lot lines are hereby reserved for drainage, water system pipes, sewage system pipes, storm sewers and utilities, including right of maintenance. Lots shall also be subject to the right of overhang of electric and telephone wires over portions of lots where roadway curvature causes the same to occur.
- 4.7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the community.

**Collins Lake Community Club
Protective Convents - Rules and Regulations**

- 4.8. Any outdoor fireplace, barbeque of the like shall be built and maintained to Forest Service specifications.
- 4.9. The cost of construction, improvement and/or maintenance of community water system, electricity, parks and recreational area shall be paid by non-profit corporation to be composed of all owners of lots in this plat and additional plats, if any, as may be designated by the developers of the aforesaid land and additions, or by private corporation subject to governmental regulations.
- 4.10. No shack or unsightly buildings shall be erected on this property. All structures shall be complete as to external appearance, including finished painting, within twenty-four (24) months from the date of commencement of construction.
- 4.11. All garbage and refuse containers shall be kept in an area concealed from public view.
- 4.12. All sewer or septic systems must be properly installed and maintained according to regulations now enacted or hereinafter passed by any governmental authority having jurisdiction over the property upon which the lots are located. Also, no septic tanks shall be constructed within one-hundred (100) feet from the center line of any creek or within one-hundred (100) feet from the edge of the lake or within (five) 5 feet of the lot side or back lines.
- 4.13. The breach of any of the foregoing restrictions shall constitute a cause of action against the persons committing the breach by any other owner or purchaser of lots in this plat.
- 4.14. The sale of less than a whole lot is prohibited unless and until a formal replat shall have been submitted and approved; except that this restriction shall not be construed to prohibit the combination of the parts of one lot with the two adjacent lots. Except also that this restriction shall not apply to the sale of undivided interest in a lot.
- 4.15. Lots 64 and 65 are designated as private roads.

Collins Lake Community Club
Annual Assessment Collection Policy

- Annual assessments are due on August 1st of each year.
- If a special assessment is levied, the due dates are specific to the assessment and the due date shall be specified at the time the special assessment is levied.
- All assessments (annual and special) are considered delinquent if payment is not received within 30 days of the specified due date.
- Fines shall be treated and will be collected by the Association in the same manner as regular assessments. (Per Bylaws: Article VIII, section G.4(c))
- Delinquent assessment balances will be charged a one-time late fee of \$25, and the account will bear interest at a rate of 12% per annum from the date on which the assessment was due.
- Delinquent accounts, including those on a payment plan, will be charged a \$12 monthly Admin Fee until the account is paid in full.
- If after 90 days of delinquency, the assessment remains unpaid (and the owner makes no attempt at arranging payments) the Association will send a Notice of Intent to Lien & Collect to the owner(s) last known address via certified mail. A \$35 fee will be charged to the owner's account for the preparation of this notice.
- If no payment is received within 30 days of the mailing of the Notice of Intent to Lien & Collect, a lien will be prepared and recorded against the property and the owner(s) thereof. The owner(s) will be turned over to a third-party collection agency or attorney for collection. All resulting collection fees and costs associated with recording the lien will be added to the total delinquent amount secured by the lien. The lien shall have perpetual existence until the assessments are paid and will include late fees and interest that continue to accrue.
- The Association may proceed to take all additional enforcement remedies without further notice to the owner(s). Including non-judicial foreclosure of such lien, judicial foreclosure, or suit for money damages, all at the property owner's expense. The Association may recover all reasonable costs incurred in collecting any delinquent assessment, including reasonable attorney's fees.
- The homestead exemption under Chapter 6.13 of the Revised Code of Washington does not apply in an action to foreclose on an Association lien.
- All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first until all the assessment balances are paid, then to late charges, interest, and costs of collection unless otherwise specified by written agreement.
- The Association may, for good cause and at its sole discretion, agree to a payment plan which permits payment of the delinquent assessments(s), late charges, interest, and other related collection costs.
- There will be a \$25 charge for returned checks or electronic payments.
- All above-referenced notices will be mailed to the owner(s) last known mailing address.
- The mailing address for payment of assessments is:

Collins Lake Community Club
c/o HOA Community Solutions Processing Center
P.O. Box 97974
Las Vegas, NV 89193-7974

Adopted by the Board of Trustees on

June 22-2022
Rosmarie Edwards Kimberly Oakes
June 22-2022

