

## **RAFT ISLAND IMPROVEMENT ASSOCIATION, INC.**

### **By-Laws**

#### **ARTICLE I**

##### **Purposes and Objectives**

**Section 1.** The purpose of the Raft Island Improvement Association, Inc. (R.I.I.A.) is to implement the objectives of the Articles of Incorporation.

**Section 2.** Articles of Incorporation (Article No. 152067) were filed on the 2nd day of December, 1960 with the Secretary of State for the State of Washington. As stated in said Articles of Incorporation, the objects and purposes for which the said association are as follows:

**2.1** To foster and promote recreational and cultural activities among the residents of Kuhn's Raft Island, Pierce County; to provide for the improvement and beautification of said Raft Island; to own and operate for the use and benefit of the residents of said Raft Island, a playground, recreational areas, and private beaches, and to maintain the private dedicated roads of Raft Island, access roads, and bridge.

**2.2** To own, buy, sell, rent, lease, mortgage, or otherwise acquire, dispose of, or deal in real or personal property.

**2.3** To borrow money and issue its notes as evidence thereof and to secure the same by mortgage or pledge of any or all of its assets.

**2.4** To do all things necessary, proper, or convenient for the accomplishment of any one or more of the purposes herein set forth.

**2.5** To acquire, add to, subtract from, improve, preserve, and maintain all facilities, equipment, tools, and machinery necessary and required for all the accomplishments of the objects and purposes set forth above.

#### **ARTICLE II**

##### **Membership and Voting**

**Section 1. MEMBERSHIP:** The membership in this corporation shall be limited to those persons, natural or artificial, now or hereafter owning or having a possessory interest in any parcel of land located in Kuhn's Raft Island, Pierce County, Washington.

As to property standing in the name of husband or wife, either may represent the community. All parcel holders not obligated to belong to the R.I.I.A. by deed are considered R.I.I.A. members unless they have on file with the association's secretary a statement that they do not wish to participate in the association. This statement on file does not release a parcel holder from the obligation to pay his/her proportional share as specified in the original deed.

Only one membership per parcel shall be given to: the owner(s) of each parcel; purchaser(s) of each parcel, in said Raft Island. Multiple owners or purchasers of one parcel shall constitute only one joint member or membership. The right of membership shall run with the land and no membership shall be transferred unless the parcel to which it is appurtenant shall be sold.

**Section 2. PARCEL DEFINED:** A parcel is herein defined as a platted lot in the replat of Kuhn's Raft Island, in Plat 1, Plat 2, or Plat 3. Should any of these so-defined parcels be divided or separated, they shall be treated now and hereafter as separate parcels. Should these new parcels be further separated, the same shall apply to that separation. Once separated parcels will not be rejoined as a single parcel subject to the per parcel fee described in Article II, Section 3, of these by-laws.

Except that any vacant adjoining parcels may be combined with another, if duly recorded with the county and a written description of the transaction along with the acknowledgment of all obligation is sent to the R.I.I.A. But should a residence be built upon the once vacant combined parcels or should there be a re-separation for any reason, such parcels shall be assessed a full parcel fee plus any and all missed assessments, to a maximum of the most recent ten years of assessments.

**Section 3. ASSESSMENTS:** The members of R.I.I.A. shall be liable for the payment of such annual or special assessments as may be determined by the membership. Any changes in the amount of the annual assessment, or the creation of any special assessment, must be approved by the membership present and voting at a duly constituted meeting of the members of the R.I.I.A. in the manner prescribed in ARTICLE X, Amendments. The annual assessment is \$400.00 per parcel.

Moneys designated for bridge replacement shall be kept in a separate fund (the "BRIDGE REPLACEMENT FUND") and shall not be commingled with any other funds of the Association. The BRIDGE REPLACEMENT FUND shall be invested by the RIIA Board of Trustees, or a committee thereof, consistent with the long-term objective of providing the funds to replace the bridge. Investment of assets in the BRIDGE REPLACEMENT FUND shall not be subject to the restrictions (Article II, Section 3) on investments to which other RIIA funds are subject.

An annual engineering survey by a licensed consulting engineer is to be made to determine the general condition of the bridge and recommend any necessary repairs to maintain the structure. Annually, the Board shall perform or contract to have performed an analysis of the cost to replace the bridge. Also annually, the Board shall review the BRIDGE REPLACEMENT FUND investment performance and adopt a policy for the investment of Fund assets to provide the current estimated cost of replacement by the anticipated date of replacement, taking into consideration future contributions to the Fund. The investment policy governing the BRIDGE REPLACEMENT FUND shall be included in the annual report to the membership at the annual RIIA meeting. The BRIDGE REPLACEMENT FUND and the Bridge Fund will be responsible for a pro rata share of federal income taxes derived from investments.

All moneys received by the R.I.I.A. shall be maintained by the Board of Trustees in such accounts as any reasonably prudent business might use to manage its money so as to have

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adequate cash on hand and obtain a reasonable rate of return on moneys not immediately needed to meet Association obligations.

Any return received on BRIDGE REPLACEMENT FUND investments shall be credited to that fund.

The annual assessment becomes due on July 1st of each year. The annual assessment becomes delinquent if not paid by September 1st. All special assessments are due within thirty (30) days of approval by the membership and delinquent if not paid within sixty (60) days of such approval.

All members who are delinquent in the payment of any assessment are liable to the R.I.I.A., in addition to the amount of such assessment, for all expenses, attorney fees, and costs reasonably incurred in enforcing the assessment, together with interests at the rate of 1% per month compounded.

**Section 4. LIABILITY OF GRANTOR/GRANTEE FOR UNPAID EXPENSES:** In case of a voluntary conveyance, the grantee of a parcel shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. Any such grantee shall be entitled to a statement from the Board of Trustees setting forth the amount of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the parcel conveyed by subject to a lien for any unpaid assessments against the grantor in excess of the amount therein set forth.

**LIABILITY OF MORTGAGEE OR PURCHASER:** Notwithstanding the terms in the Decree Establishing Lieu or Real Estate, entered on January 23, 1975, in the Superior Court of Pierce County in the case entitled Raft Island Improvement Association vs. Parish, et. al., Case No. 2203000, where the mortgagee of a mortgage of record or other purchaser of a parcel obtains possession of the parcel as a result of a foreclosure of the mortgage, such possessor, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the association chargeable to such parcel which became due prior to such possession. Such unpaid share of common expenses or assessments shall be common expenses collectible from all of the parcel owners, including such possessor, his successor and assigns; provided, nothing herein shall prevent or preclude the association from sharing in the proceeds, if any, of a sale of the property incident to foreclosure, to the extent of the association's lien and relative priority.

No sale or transfer shall relieve such parcel from liability for any assessments thereafter becoming due from the lien thereof. Nothing hereinabove shall limit/preclude the personal liability for unpaid dues and assessments of the person or person who held title to the parcel immediately prior to the foreclosure action.

As used hereinabove:

**4.1** "Mortgage" includes any deed of trust or other security instrument;

**4.2** "Mortgagee" includes the beneficiary of a deed of trust, a secured party, or other holder of a security interest;

4.3 "Foreclosure" includes a notice and sale proceeding pursuant to a deed of trust, sale on default under a security agreement, or the taking of a deed in lieu of foreclosure.

**Section 5. VOTING:** Each membership (as defined in Article II, Section 1) shall be entitled to one vote, (insert - either in person, by mail-in ballot, or by proxy,) at all meetings of the R.I.I.A., provided no assessment is delinquent. Any multiple parcel owner is entitled to as many votes as he/she has memberships, provided that none of the said assessments are delinquent.

## ARTICLE III

### Meetings

**Section 1. ANNUAL MEETINGS:** The annual meeting shall be held the 3rd Monday of May of each and every year. The meeting shall be held at a place determined by the Board of Trustees.

**Section 2. BOARD MEETINGS:** All meetings of the R.I.I.A. Board of Trustees shall be open to all members of the R.I.I.A. and the agenda will be available from the Island manager two days prior to the meeting.

**Section 3. SPECIAL MEETINGS:** Special meetings of the membership may be called by president or by a majority of the Board of Trustees or by a written petition of any ten (10) of the membership submitted to the secretary. The petition shall state the time, place, date, and purpose. Special meetings shall require a vote and the vote shall be binding.

**Section 4. NOTIFICATION OF MEETINGS:** Notice of all meetings shall be posted on the bridge for the three days prior to the meeting.

There shall be a thirty (30) days notice given to each member of any annual meeting or ten (10) days notice of a special meeting, which notice shall be mailed to the last known address of each member and shall state the time and place of such meeting. All members shall be required to notify the secretary of the corporation of any change in their address. Actual notice of any meeting shall be sufficient as if written notice were given, and if any change of address of any member is not filed with the secretary of the corporation, notice shall be deemed waived. Twenty five percent (25%) of the total parcel holders entitled to vote at any meeting shall constitute a quorum for transaction of business.

If there is lack of a quorum, the meeting shall be adjourned to a certain date fixed by the majority of members attending. At such subsequent meeting, a majority of members in attendance at the last meeting shall constitute a quorum. For this subsequent meeting, no less than seven (7) days interim, written notice need be given.

**Section 5. PROXY:** Any member entitled to vote at any meeting of the membership may designate any adult member of his/her family or other member of the association as his/her proxy. All proxies must be filed with the secretary prior to the call to order to be in effect for that meeting. The life of a proxy shall be no more than one (1) year. A proxy may be filed anytime during the year providing the annual per parcel fees for that year have been paid.

## ARTICLE IV

### Board of Officers and Trustees

**Section 1. OFFICERS:** The officers of the R.I.I.A. shall consist of the following: president, vice president, secretary, and treasurer.

**Section 2. TERMS OF OFFICE:** The terms of office for each of the officers in Section 1 above shall begin on the 1st of July following election and run for a period of one year. Eligibility for the office of president shall be restricted in that he/she may not serve more than two (2) consecutive terms.

**Section 3. MANAGEMENT OF THE R.I.I.A.:** Management of the R.I.I.A. shall be vested in the Board of Trustees which shall consist of the officers of the R.I.I.A. and six (6) elected trustees. Two trustees shall be elected annually for three (3) year terms. Trustees shall take office the first of July after the election. The fiscal year is defined as July 1st through June 30th of the following year.

**Section 4. MEETING OF BOARD OF TRUSTEES:** The Board of Trustees shall meet monthly. In no instance shall sixty (60) days elapse between meetings. The president shall call a meeting whenever requested by three (3) or more members of the Board of Trustees and whenever requested by a petition of ten (10) or more members. If a member of the Board of Trustees is absent from three (3) consecutive meetings without excuse deemed valid and so recorded by the Board of Trustees, his/her office shall be declared vacant and shall be filled in accordance with section 6 of this article.

**Section 5. RECALL:** Any officer may be recalled at a special meeting by two thirds (2/3rds) of the members attending. The recalled officer shall be replaced by a vote of the membership. The new officer shall serve until the term of office expires.

**Section 6. TRANSACTION OF BUSINESS:** A majority of the Board of Trustees shall constitute a quorum for the transaction of business. The Board of Trustees shall have full power to transact all business for which the R.I.I.A. was formed and specified in these articles, except:

**6.1** Any expenditure in excess of ten percent (10%) above the amount approved in the annual budget will be announced to the membership in the next newsletter.

**6.2** Before instigating any legal actions, other than filing of liens and revocation of bridge easements, the Board of Trustees must inform the R.I.I.A. membership by a special bulletin. Following the issuance of the bulletin, the Board of Trustees must delay action for seven (7) days to provide time for members to call for a special meeting if they so desire.

**6.3** However, in the case of an extreme emergency--i.e. damage to the bridge or roads resulting from storm, accident or calamity--where it would be impractical to delay action until a membership meeting could be called, the Board shall have the authority to take any appropriate action to protect the health, safety, and welfare of the membership and to preserve the assets of the R.I.I.A.

**Section 7. VACANCIES:** In the event of a vacancy on the Board of Trustees, excepting the office of president, by reason of resignation, incapacitation, or death of an incumbent, the

president and Board of Trustees, under the power of the by-laws, shall name a successor who shall hold office until the next annual meeting, at which time the voting membership shall elect a trustee for the remainder of the unexpired term, if any. The vice president shall assume the office of the president during the absence of the latter, at the president's written request, or in the event of his/her death, incapacity, or resignation.

**Section 8. COMPENSATION:** No member of the Board of Trustees shall receive any compensation for his/her services as such, but nothing herein contained shall be deemed to limit the right of any member of the Board of Trustees to perform services incident to the profession or trade of said member for the corporation or to sell property of any kind or nature to the corporation. Expenses incurred by the Board members due to Board business shall have reimbursement upon approval of the Board.

**Section 9. INDEMNIFICATION OF TRUSTEES, OFFICERS, AND REPRESENTATIVES:** The trustees, officers, and representatives of the R.I.I.A. shall be indemnified and held harmless from the liability and expenses arising out of or pertaining to serving the association within the scope of his or her authority; provided that the association or its insurer retains the right of controlling defense.

**Section 10. GENERAL MANAGER:** The Board of Trustees shall have the power to appoint and fix the compensation of a general manager as the Board may deem necessary for transaction of the business of the corporation. The general manager need not be a member of the Board of Trustees and shall not be considered an elected officer of the corporation.

**10.1** The general manager shall be employed by the R.I.I.A. under the authority contained in Section 9, paragraph 1 above.

**10.2** Term of Office: His or her services shall be on a month to month basis to serve at the pleasure of the Board of Trustees.

**10.3** Salary: Salary shall be determined by a majority vote of the Board of Trustees. Salary shall be paid monthly.

**10.4** Duties: The general manager shall--

**10.4.1** Incur and authorize such incidental expenses as may be necessary in the direction and operations of the affairs of the R.I.I.A.

**10.4.2** Within the approved budget, employ such personnel for and on behalf of the R.I.I.A. as in his/her judgment are required.

**10.4.3** Seek out such professional counsel, consultants, advisors or services as required at the direction of the Board of Trustees for their approval.

**10.4.4** Present monthly to the Board of Trustees a detailed report of all business transactions, correspondence, and expenditures conducted on behalf of the R.I.I.A.

**10.4.5** Serve the Board of Trustees and the R.I.I.A. island property holders within the scope of the R.I.I.A. by-laws.

## ARTICLE V

## **Duties of Officers**

**Section 1. PRESIDENT:** The president shall preside at all meetings of the R.I.I.A. and Board of Trustees; appoint all committee chairmen and committee members except where otherwise prescribed; examine all bills against R.I.I.A., the expenditures for which have been authorized by the Board of Trustees.

**Section 2. VICE PRESIDENT:** The vice president shall aid and assist the president in any way possible and shall assume the office of president as provided for in ARTICLE IV, Section 7. The vice president shall assume the duties of parliamentarian as necessary.

**Section 3. SECRETARY:** The secretary shall keep an accurate record of all proceedings of the Board of Trustees and of the members in a suitable book for preservation. The secretary shall notify the members of the Board of Trustees of all regular and special meeting as herein provided. Minutes of the annual meeting shall be sent to the membership on a timely basis. He/she shall have charge of the registry of members and shall perform all duties which are customary and incident to the office of secretary. He/she must attest all memberships, bonds, deeds, mortgages, and other papers as may be directed by resolution of the Board of Trustees. Duties shall also include processing petitions and preparing official ballots. The secretary, at completion of each term of office, shall present to the Board of Trustees a file for record and preservation of all data compiled during the term of office.

**Section 4. TREASURER:** The duties of the treasurer shall be as follows: Keep a record of all funds received and paid out by the R.I.I.A.; balance the books and prepare a written financial report for presentation at the annual meeting, and at other times when the Board of Trustees may direct; set up such depository bank accounts required for persons receiving R.I.I.A. funds; all funds received shall be deposited immediately as possible; prepare the annual budget and present it to the Board of Trustees; be responsible for the annual financial statement to be prepared by an audit committee of the R.I.I.A. members holding no office during period under review.

## **ARTICLE VI**

### **Standing Committees**

**Section 1.** The president shall appoint a chairperson for the following committee within sixty (60) days after assuming office: Bridge Committee, Recreational Properties Committee, Landscaping & Environmental Committee, Roads Committee, Security & Safety Committee, Budget & Audit Committee, and Nominating Committee.

**Section 2. BUDGET & AUDIT COMMITTEE:** A budget and audit committee chairperson, from the non-Board membership, will be appointed by the president to coordinate with the treasurer and bookkeeper to provide a budget for the following fiscal year. This budget shall be completed and approved by the Board of Trustees at least 45 days before the annual meeting. The budget shall be based on a reasonable expectation of revenues and projected expenses. This budget shall be revised, when required, for the remainder of the fiscal year. This committee shall also conduct an audit review of all accounting to the end of the fiscal year, this review to be

completed by the 1st of August with a written report, signed by all committee members and submitted to the Board of Trustees at that time. This committee shall have at least three (3) members at large.

**Section 3. NOMINATING COMMITTEE:** A nominating committee chairperson will be appointed from the non-Board membership to provide one (1) qualified and willing candidate for election to each office and Board to be open at the next annual meeting. This committee shall consist of at least three (3) members at large.

## ARTICLE VII

### Books and Records of the Association

**Section 1.** The association or its managing agent shall keep financial and other records sufficiently detailed to enable the association to fully declare to each owner the true statement of its financial status. All financial and other records of the association, including but not limited to checks, bank records, and invoices, in whatever form they are kept, are the property of the association. Each association managing agent shall turn over all original books and records to the association immediately upon termination of the management relationship with the association, or upon such other demand as is made by the board of directors. An association managing agent is entitled to keep copies of association records. All records which the managing agent has turned over to the association shall be made reasonably available for the examination and copying by the managing agent.

**Section 2.** All records of the association, including the names and addresses of owners and other occupants of the lots, shall be available for examination by all owners, holders of mortgages on the lots, and their respective authorized agents on reasonable advance notice during normal working hours at the offices of the association or its managing agent. The association shall not release the unlisted telephone number of any owner. The association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the association in providing access to records.

**Section 3.** Annually, the association shall prepare, or cause to be prepared, a financial statement of the association. The financial statement shall be audited at least annually by an independent certified public accountant, but the audit may be waived if sixty-seven percent of the votes cast by owners, in person, by mail or by proxy, at a meeting of the association at which a quorum is present, vote each year to waive the audit.

**Section 4.** The funds of the association shall be kept in accounts in the name of the association and shall not be commingled with the funds of any other association, nor with the funds of any manager of the association or any other person responsible for the custody of such funds.

**Section 5.** Budget approved by the Board of Trustees shall be presented to the membership for ratification at the annual meeting. A summary of the proposed budget will be mailed to the membership along with the notice for the annual meeting. The budget shall be ratified by written

ballot and must be carried by a simple majority of the votes cast by owners in person, by mail or by proxy. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the membership shall be continued until such time as the members ratify a subsequent budget proposed by the Board of Trustees.

### **Elections VIII**

**Section 1.** Yearly elections shall be held at the annual meeting of the association. Election of all members of the Board of Trustees shall be by secret written ballot.

The ballots shall be in such form as may be prescribed by the Board of Trustees and one (1) ballot shall be issued by the secretary to each voting member. (Voting member is defined as a property owner who has paid all dues and assessments due and owing to the R.I.I.A.) Ballots shall be tallied by a committee of three (3) persons to be designated by the president. Should a trustee be elected to the Board of Officers he shall vacate his position as a trustee. This position shall be treated as a vacancy and a replacement shall be appointed or elected in accordance with ARTICLE IV, Section 7. (Amended September 14, 1998)

### **ARTICLE IX**

#### **Dissolution**

**Section 1.** In the event of the dissolution of this corporation, capital and surplus remaining after the payment of all obligations of the corporation and all expenses of the dissolution shall be distributed equally among the members in good standing as shown on the books and records of the corporation, as of the date of such dissolution. No other distribution of surplus among the members shall ever be made.

### **ARTICLE X**

#### **Amendments**

**Section 1.** The by-laws shall only be amended by a written ballot and must be carried by a two thirds (2/3rds) majority vote of the members who cast a vote in person, by mail or by proxy at any annual or special meeting called for that purpose.

No amendment to the by-laws shall be presented to the members for approval without written notice of the proposed change having been first given to all members in the manner prescribed in ARTICLE III, Section 4 of these by-laws. Said notice shall state, verbatim, the language of the existing by-law section as amended, with any changes therein being underlined. The ballots for the voting on the proposed by-laws change shall be in such form as prescribed by the Board of Trustees. One ballot shall be issued by the secretary for each member eligible to vote. The tallied vote shall be recorded in the minutes of the meeting.

**ARTICLE XI**  
**Bridge Easements**

**Section 1. EASEMENT:** The R.I.I.A. is the owner of the Raft Island Bridge and easement for the bridge is dependent on having initially purchased bridge rights and is further dependent upon payment of proportional share of expenses as specified in original property deed.

**Section 2. REVOCATION OF EASEMENT:** Notice of failure to pay proportional share in Section 1 above will be a notice of revocation of bridge easement sent by certified mail when in a delinquent situation.

**ARTICLE XII**  
**Animal Control**

**Section 1. LEASH LAW:** Any person owning or responsible for an unrestrained dog, roaming at large, will be subject to a fine. The Fine Schedule\*\*(see fine schedule) shall be imposed and may be billed to a lot owner's assessment account. Any member of the Raft Island Improvement Association can report a violation to the Island Manager who will handle all incidents with a warning letter or fine.

The Raft Island Improvement Association authorizes the capture, confinement, and/or detention of unrestrained dogs found roaming the island, whether on common areas or on private property. Any such animal may be seized and impounded by the Pierce County Animal Control Office.

**SECTION 2. PET WASTE CONTROL:** Dog owners are required to clean up after their dogs. Any person owning or responsible for a dog must remove all fecal matter deposited by the animal on any property other than their own property. This includes all Island common properties.

Violators shall be subject to a fine imposed by the R.I.I.A., which may be billed to lot owner's assessment account.

**SECTION 3. FINE SCHEDULE\*\***

1 <sup>st</sup> Offense:	Warning Letter (certified letter/return receipt)
2 <sup>nd</sup> Offense:	\$50.00
3 <sup>rd</sup> Offense:	\$100.00
4 <sup>th</sup> & Subsequent Offenses:	\$250.00

**SECTION 4. FINE SCHEDULE-NOTIFICATION POLICY:** Certified return/receipt letter or personal delivery of a letter from the Association, signed by the Island Manager. This letter will include the rules & regulations violated, the corrective action to be taken and/or the reason for which the fine is levied. Said notification shall cite specific information sufficient to document the evidence for which the citation is being issued. Any appeal of the fine schedule shall go before the Raft Island Improvement Association Board.

## **ARTICLE XIII**

### **Island Curfew**

**Section 1. COMMON AREAS CURFEW:** All Raft Island common recreational properties (South Beach, North Beach and Tennis Court Park) are closed between the hours of 11:00pm and 5:00am each day.

- 1.1** From the hours of 11:00pm and 5:00am each day, individuals under the age of 18 are restricted to their own property. **Exceptions to this restriction include:**
- 1.2** The use of Island roads for the transport of minors by a parent, guardian, or extended family member who is not also a minor.
- 1.3** Minors engaged in commercial activities or legal employment must proceed directly home at the conclusion of those activities.
- 1.4** Minors involved in an emergency.
- 1.5** Minors attending, going to, or returning from an official school, religious, or civic activity.
- 1.6** Minors who are married and thus have achieved the age of majority.

Violators shall be subject to the same fine schedule and notification policy as stated in Article X1, Section 3 and 4.

## **ARTICLE XIV**

### **Road Use**

**Section 1. ISLAND ROAD USE RULES:** The Raft Island Improvement Association adopts the Washington State Motor Code, RCW Title 46, its rules, regulations, and definitions. The RCW's shall be enforced by the state, county, and designated Island securities officers. Violators shall be punishable by state/county citation or by a fine imposed by the Association to the person or persons violating the provisions of RCW Title 46.

Violators shall be subject to the same fine schedule and notification policy as stated in Article X!, Section 3 and 4.

## ARTICLE XV

### Road Use

**Section 1. OVERWEIGHT VEHICLES ON THE BRIDGE:** Vehicles are not allowed across the Raft Island Bridge if their gross weight is in excess of the posted weight limit on the bridge. This weight limit has been determined as a maximum by our bridge engineers, to protect the viability of the bridge.

Variances to this weight limit may be secured by an application to our bridge engineering firm, using their judgment for the protection of the bridge.

Any vehicle, e.g. a construction vehicle, that is stopped on Raft Island and is determined to be over the weight limit, is subject to a fine for each offense. The fine will be billed to the lot owner's assessment account.

Documentation of the violation is needed, i.e. a copy, a photo, or a written record of information such as the date and time of infraction, the total gross weight of the vehicle, vehicle license number, driver name, and the lot owner for which the vehicle is coming to the island.

If the vehicle driver refuses to provide the requested information, a letter from the RIIA Board will be written to the company named on the vehicle, informing them they are no longer allowed on the island until they act in compliance with the rules.

Any member of the Raft Island Improvement Association can report a violation to the Island Manager and/or the Board. The Island Manager will handle the incidents with a notice to the owner of the fine.

**Section 2. FINE SCHEDULE:**

1 <sup>ST</sup> Offense:	Fine of \$1,000.00
2 <sup>nd</sup> Offense:	Fine of \$2,000.00
3 <sup>rd</sup> Offense:	Fine of \$4,000.00

**Section 3. FINE SCHEDULE-NOTIFICATION POLICY:** Certified return/receipt letter or personal delivery of a letter from the Association, signed by the Island Manager or the President. This letter will include the rules and the regulations that were violated, the corrective action to be taken, and /or the reason for which the fine is levied. Said notification shall cite specific information sufficient to document the evidence for which the citation is being issued. Any appeal of the fine schedule shall go before the Raft Island Improvement Association Board.

Amended September, 1992: Article II, Section 3 – Assessments

Amended September, 1993: Changed Article II Section 3, paragraph 5 – Investment guidelines

Changed Article VI Section 2, second sentence – Budget

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requirements

Amended September, 1998: Changed Article VII Section 1 – Definition of voting member

Amended June, 2000: Added Articles XI, XII, XIII

Amended May, 2002: Article II Section 3: Assessments by special meeting ballot

Amended September, 2003: Added Article XIV

Amended September, 2005: Changed Article II Section 3, paragraph 5 – Investment Guidelines; Added Article VI Sections 4-7

Amended February 2007: Added Article VII and renumbered subsequent Articles.

Combined previous Articles XIII and XIV into Article XIV.

Added Article VII Section 5.

Amended May 2008: Article II, Section 3: Eliminating Funds

Section 5: Insert Either in person, by mail-in ballot, or by proxy

Article VII, Section 3: insert – by mail

Section 5: insert - votes cast by owners in person, by mail or by proxy

Article X, Section 1: insert – who cast a vote in person, by mail or by proxy

END