

LAW OFFICES OF  
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May 30, 2018

Brandon and Alicia Henson  
12322 Rainbow Drive  
Arlington, WA 98223

**Re: Complaint for Violation of Rainbow Springs R&R No.22**

Mr. and Mrs. Henson:

This office represents the Rainbow Springs Community Club on various matters. You are in violation of the RSCC's Rule and Regulation No. 22, which states: "No livestock allowed within the community area including horses and poultry." You have been previously notified by the RSCC Board of Trustees and this office that you are in violation of R&R No. 22 and have been asked to remedy your violation. As of the date of this letter, you continue to keep and raise chickens within the community in violation of the R&Rs.

Because of your failure to comply with previous notices and remedy your violation of the R&Rs, the RSCC Board of Trustees has authorized this office to file a complaint against you in Snohomish County Superior Court to enforce its covenants. Enclosed with this letter are a Summons and Complaint for Breach of Covenant.

This office will file the enclosed pleadings if you do not remedy your violation of Rule and Regulation No. 22 within 30 days.

We anticipate your speedy resolution to this matter. Please direct all future correspondences on this matter to this office.

Very Truly Yours,  
WEED, GRAAFSTRA & ASSOCIATES, INC., P.S.



Stephen J. Papik  
Attorney for Rainbow Springs Community Club

Enclosure

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR SNOHOMISH COUNTY, WASHINGTON

RAINBOW SPRINGS COMMUNITY CLUB,  
INC.,

Plaintiff,

vs.

BRANDON and ALICIA HENSON;  
CHRISTOPHER and ANGELA LARSON; and  
other unknown persons,

Defendants.

Case No.

SUMMONS

TO THE DEFENDANTS: Brandon and Alicia Henson, Christopher and Angela Larson  
and other unknown persons.

A lawsuit has been started against you in the above-entitled Court by the Rainbow  
Springs Community Club, Inc., Plaintiff. Plaintiff's claim is stated in the written Complaint, a  
copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating  
your defense in writing, and by serving a copy upon the person signing this Summons within  
**20 days [60 days for out-of-state service]** after the service of this Summons, excluding the  
day of service, or a default judgment may be entered against you without notice. A default

SUMMONS - 1  
PCO-17-090/pleadings/summons

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RAINBOW SPRINGS COMMUNITY CLUB,  
INC.,

Plaintiff,

vs.

BRANDON and ALICIA HENSON;  
CHRISTOPHER and ANGELA LARSON; and  
other unknown persons,

Defendants.

Case No.

COMPLAINT FOR BREACH OF  
COVENANT AND INJUNCTIVE RELIEF

COMES NOW Plaintiff RAINBOW SPRINGS COMMUNITY CLUB, INC., and for  
cause of action against the defendants above-named, alleges as follows:

I. PARTIES AND JURISDICTION

1.1 Plaintiff Rainbow Springs Community Club, Inc. (hereinafter the  
"Community") is a nonprofit homeowner' association created for the purpose of enforcing the  
Covenants, Conditions, and Restrictions recorded under Snohomish County Auditor's File  
No. 8104200260 ("CC&Rs") governing property in the Rainbow Springs Community Club.

1.2 Defendants Brandon and Alicia Henson are residents of Arlington, Snohomish  
County, Washington, and are the owners in fee of real property located within the Community

1 area. Defendants' property is commonly known as 12322 Rainbow Dr, Arlington,  
2 Washington 98223, Tax Parcel No. 0055150000200, and legally described as follows:

3 1.2.1 RAINBOW SPRINGS 2 BLK 000 D-00 - LOT 2

4 1.3 Defendants Christopher and Angela Larson are residents of Arlington,  
5 Snohomish County, Washington, and are the owners in fee of real property located within the  
6 Community area. Defendants' property is commonly known as 11914 167<sup>th</sup> Dr NE, Arlington,  
7 Washington 98223, Tax Parcel No. 00551400008900, and legally described as follows:

8 1.3.1 RAINBOW SPRINGS BLK 000 D-00 - LOT 89 PLUS UNDIV INT IN  
9 PRIV RDS PLUS 1/200TH INT IN TR A & B

10 1.4 Additional unknown Defendants are residents of Arlington, Snohomish  
11 County, Washington and are the owners in fee of real property located within the Community  
12 area.

13 1.5 This action concerns the enforcement of a restrictive covenant on real property  
14 located in Snohomish County. This court has jurisdiction, and venue is proper in this court.

15 II. BACKGROUND FACTS

16 2.1 The Rainbow Springs Community Club adopted Regulations and Restrictions  
17 pursuant to its powers granted in RCW 64.38.020(1), which are recorded under Snohomish  
18 County Auditor's File No. 8104200260 ("CC&Rs"). These CC&Rs govern the use of  
19 property in the Rainbow Springs Community Club area.

20 2.2 Defendants are owners in fee of real property located within the Community  
21 area. Any person owning real property within the Community area is deemed to be a Member  
22 of the Community. Article I, Section 1 of the By-Laws of the Rainbow Springs Community  
23 Club, Inc. states in part "The membership of the RAINBOW SPRINGS COMMUNITY  
24 CLUB, INC., shall consist of and be limited to the incorporation and the owners or purchasers  
25 of tracts of lots at Rainbow Springs and Rainbow Springs Division #2." Article I, Section 3

1 states in part "Membership and certificates of membership evidencing the same shall be  
2 inseparably appurtenant to tracts owned by the members. . ." Article VII, Section 3 states in  
3 part ". . . any owner or purchaser of a lot or lots within the aforesaid subdivision may exercise  
4 all of the rights and privileges and shall be subject to all of the liabilities of membership. . ."

5 Defendants and their property are therefore subject to the Community's CC&Rs.

6 2.3 The CC&Rs forbid the keeping of livestock including chickens within the  
7 Community. CC&R No. 22 states: "No livestock allowed within the community area  
8 including horses and poultry."

9 2.4 Upon information and belief, Defendants are keeping and raising chickens on  
10 their properties in violation of the CC&Rs.

11 2.5 Various members of the Community, including Defendants, previously  
12 received written notice that they were in violation of the CC&Rs and were asked to remedy  
13 said violation. Some members of the Community heeded the notice and cured their violation  
14 by removing their livestock. Defendants, however, have taken no action to remedy the  
15 violation and continue to remain in breach of the restrictive covenants on their real property.

16 2.6 In 2016, the Community held a community-wide vote open to Members in  
17 good standing on whether to amend the CC&Rs, and in particular CC&R No. 22, and permit  
18 Members to keep and raise poultry within the Community area. The majority of voters  
19 rejected the amendment. The prohibition on poultry and other livestock within the  
20 Community area was upheld.

21 III. CAUSE OF ACTION: BREACH OF COVENANT

22 3.1 Plaintiff realleges and incorporates herein the preceding paragraphs of this  
23 pleading as though set forth in full herein.

24 3.2 Pursuant to RCW 64.38.020(4), the Community has the authority to "Institute,  
25 defend, or intervene in litigation or administrative proceedings in its own name on behalf of

1 itself or two or more owners on matters affecting the homeowners' association . . .” Pursuant  
2 to the Community’s CC&R No. 26, “Any breach of any of the foregoing conditions shall  
3 constitute a cause of action against the persons committing the breach by Rainbow Springs  
4 Community Club, Inc.”

5 3.3 The Community’s CC&R are restrictive covenants binding every property  
6 within the community and all Members of the community. The CC&Rs were filed with  
7 Snohomish County in 1981, recorded under Snohomish County Auditor’s File No.  
8 8104200260 and signed and approved by the Board of Trustees of Rainbow Springs  
9 Community Club.

10 3.4 The Community’s CC&R No. 22 states: “No livestock allowed within the  
11 community area including horses and poultry.”

12 3.5 CC&R No. 22 limits the use of each individual parcel within the Community  
13 area and enhances the value of each other parcel. It therefore touches and concerns the land,  
14 and specific performance is the only adequate remedy at law.

15 3.6 Plaintiff Rainbow Springs Community Club, Inc., through the Board of  
16 Trustees, is an original party to the agreement.

17 3.7 Defendants are in possession of the properties subject to the CC&Rs and are  
18 successors in interest to the original owners of the properties.

19 3.8 The CC&Rs are recorded with Snohomish County, and Defendants had actual  
20 and inquiry notice of such restrictive covenants when they purchased their properties.

21 3.9 Defendants are keeping and raising poultry on their property within the  
22 Community area, in violation of CC&R No. 22.

23 3.10 Plaintiffs are entitled to entry of a judgment against the Defendants  
24 establishing that by keeping livestock including poultry in the Community area, the  
25

1 Defendants have breached the CC&Rs, and the Plaintiff is entitled to an order requiring the  
2 Defendants to remedy said breach.

3 IV. CAUSE OF ACTION: INJUNCTIVE RELIEF

4 4.1 Plaintiff realleges and incorporates herein the preceding paragraphs of this  
5 pleading as though set forth in full herein.

6 4.2 Defendants are in violation of the Community's CC&R No. 22: No livestock  
7 allowed within the community area including horses and poultry.

8 4.3 As a result of the Defendants' violations of the CC&Rs and pursuant to  
9 Chapter 7.40 RCW, the Plaintiff is entitled to injunctive relief against the Defendants  
10 requiring the Defendants to remove all livestock including poultry from their property and an  
11 order requiring the Defendants to maintain compliance with the CC&Rs in the future.

12 V. PRAYER FOR RELIEF

13 WHEREFORE, Plaintiff prays for the following relief:

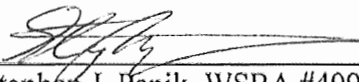
- 14 1. For judgment against the Defendants that keeping poultry on their property is  
15 in violation of the CC&Rs.
- 16 2. For injunctive relief against Defendants requiring the Defendants to remove all  
17 livestock including poultry from their property and otherwise comply with the  
18 CC&Rs, and an order requiring the Defendants to remain in compliance with  
19 the CC&Rs in the future and permitting Plaintiff to take actions necessary to  
20 ensure the continued enforcement of the CC&Rs, including removal of  
21 livestock from the Community area;
- 22 3. For judgment against the Defendants for attorney's fees and costs as allowed  
23 by the By-laws, CC&Rs or law; and
- 24 4. For such other and further relief as this court may deem just and equitable.



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DATED this 30<sup>th</sup> day of May, 2018.

WEED, GRAAFSTRA & ASSOCIATES, INC., P.S.

By   
Stephen J. Papik, WSBA #49985  
Attorney for Rainbow Springs Community Club, Inc.