

9. The use will not interfere with the existing uses on nearby land or with other uses permitted in the zone in which the property is located.

SECTION 7.02. Maintenance of Structures and Landscape. All structures upon a Lot shall at all times be maintained in good condition and repair and be properly painted, stained or otherwise finished. All trees, hedges, shrubs, gardens and lawns shall be neatly maintained and cultivated so that the Lot is not detrimental to the neighborhood as a whole. Slope banks upon any Lot shall be properly watered and maintained by the Owner thereof.

SECTION 7.03. Garbage, Trash and Noxious or Hazardous Materials. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, personal property, or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be unsightly, a detriment to the neighborhood, or become a fire hazard, nor noxious or hazardous materials shall be used or stored on any property.

SECTION 7.04. Violations of Sections 7.02 and 7.03. If any Lot Owner is not maintaining their property as set forth in Section 7.02 or has allowed accumulations in violation of Section 7.03, then the Board of Trustees may, upon unanimous vote of the Trustees, give the Lot Owner a Notice and Opportunity for a Hearing setting forth the specific complaint in detail. If after a hearing the Board of Trustees unanimously determines that the Owner's violation is a significant detriment to the community, the Trustees shall issue a notice to the Owner to remedy the situation within 30 days. If the building or grounds are not then placed in a condition satisfactory to the Trustees within a period of thirty (30) days, the Trustees may, upon ten (10) days notice and invitation to the owner to be present, go upon the Lot(s) through its agents or through independent contractors to perform such services and utilize such materials as are necessary to bring the structure and/or grounds into conformance with the decision of the Trustees. The Owner of the property shall be liable for any expenses so incurred by the Trustees, plus interest at 12%, together with reasonable attorney fees. Such amounts shall become a lien on the Lot(s) and may be foreclosed and/or satisfied as set forth in paragraph 5.04.

SECTION 7.05. Pets. No animals or fowl shall be raised, kept or permitted on any Lot, except only domestic dogs, cats, caged birds and aquariums. Dogs and cats shall not run at large and shall not be kept, bred or raised for commercial purposes or in numbers that violate County ordinance or adopted Riviera Rules.

SECTION 7.06. Noxious and Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or maintained thereon, which may be or become a nuisance to the neighborhood or detract from its value. A determination by a 51 percent vote of the Owners present in person or by proxy at any annual or special meeting called for that purpose at which a quorum is present that a thing or activity is noxious, offensive, or a nuisance shall be conclusive. The use of fireworks, the use of "go-carts" or other loud vehicles in the streets are deemed a nuisance and are prohibited.

SECTION 7.07. Temporary Residence. No motor home, vehicle, trailer, tent, shack, garage, barn, structure of a temporary character, or any other outbuilding shall be used on any Lot at any time as a residence. A temporary structure may be used for the storage of materials during construction with the prior written consent of the Board of Trustees or the ACC.

SECTION 7.08. Vehicles and Trailers. Each Lot Owner shall be entitled to park not more than one (1) boat and/or one (1) recreation vehicle or other single piece of equipment on his/her lot, providing that such parking shall not restrict any adjacent property owner from ingress or egress to, or from the quiet and peaceful use and enjoyment, of his abutting Lot (s).

1. No Owner of any residential Lot shall permit any vehicle or trailer, whether licensed or not, which is inoperable or otherwise in a state of disrepair, to be abandoned or to remain parked upon any street or upon any Lot within the property for a period in excess of forty-eight (48) hours. Failure to have a current license shall be conclusive proof of in-operability.

2. The Board shall establish a procedure to hear complaints and render decisions and enforce against abandoned or inoperative vehicles, recreation vehicles, boats or other equipment.
3. If an Owner refuses or fails to remove a vehicle, recreation vehicle, boat or other equipment when required by the Board after Notice and Opportunity for a Hearing, the Trustees may remove the vehicle at the Owner's expense and any costs or expenses advanced by the Association for removal of the vehicle or trailer, including interest at 12% and reasonable attorney fees, shall become a lien against the Owner's Lot and may be foreclosed and/or satisfied as set forth in Section 5.04.
4. No dismantling, repair or refurbishment of any vehicle or equipment, which continues more than seven (7) days, shall be conducted or permitted on any Lot except within a garage.

SECTION 7.09. Signs. Unless otherwise approved by the Trustees or the ACC, all signs and advertising devices for display to public view are prohibited except for temporary signs, not to exceed four (4) square feet, advertising a home for sale or advertising a garage or yard sale. Nothing herein shall be deemed to prohibit reasonable and tasteful house numbers for addresses, or occupant's names on mailboxes. Except as stated above, no business signs, advertising signs or signs in any way relating to occupation, profession, political offices or the sale of unimproved property shall be allowed. Signs posted in violation of this provision may be removed upon order of the Board of Trustees following Notice and Opportunity for a Hearing.

SECTION 7.10. Clothing Lines. No clothesline shall be located on a Lot so as to be visible from the street.

SECTION 7.11. Fuel Tanks. No fuel tank shall be located above ground on any Lot, except in accordance with Pierce County Regulations, and unless screened from view.

SECTION 7.12. Division of Lots. No Lot shall be divided except that, with the permission of the Trustees and with proper governmental approval, the boundary between Lots may be adjusted or vacated. Provided, however, that no boundary adjustment may leave any Lot in such a state as to prohibit construction of a dwelling in conformance with the requirements of this Declaration.

SECTION 7.13. Firearms. The discharge of firearms within The Subdivision is absolutely prohibited.

SECTION 7.14. Water Systems. Private wells and water supply systems are prohibited.

SECTION 7.15. Tree Removal. Live, standing trees with a diameter of six-inches or more one foot above the ground shall not be removed except according to adopted Rules. In addition to any fine levied according to the adopted Rules, any trees removed in violation of this order shall be replaced at the expense of the property owner.

ARTICLE VIII - MISCELLANEOUS

SECTION 8.01. Severability. If any court shall declare any individual provision of these Rules to be unenforceable, the remaining Rules shall not be affected by that decision and shall remain in full force and effect. The waiver of any breach of any covenant shall not constitute a waiver of any subsequent breach of either the same provision or of any other provision. No right of action shall accrue against Riviera because of its failure to exercise any right or enforce any covenant hereunder. No right of action shall accrue against Riviera for imposing any provision, rule, condition, restriction or covenant, which may ultimately be shown to be unenforceable.

SECTION 8.02. Beneficiary Rights Not Affected by Covenants. Notwithstanding any other provision of these Covenants, no amendment of these Covenants shall operate to defeat and render invalid the rights of a Beneficiary under any recorded Deed of Trust upon a Lot or house made in good faith and for value, provided that after the foreclosure of any such Deed of Trust such Lot or house shall remain subject to these Declarations, as amended.

SECTION 8.03. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United State mail, postage prepaid, addressed to any person at the address given by such person to Riviera for the purpose of service of such notice, or