

Riviera Covenants Comparison Document – Original to Proposed

Recitals

Original	Attorney Comments	Proposed Restatement
<p>WHEREAS, Anderson Island and the Lake Josephine Riviera Subdivision (hereinafter "Subdivision") is an area of great natural beauty which includes distinctive terrain, a unique island biological, botanical and geological ecosystem, forests, open spaces, fresh water lakes and streams, and salt water exposure, all of which combine to form a natural habitat for plants and animals and a unique recreational and residential community; and,</p> <p>WHEREAS, The Subdivision Owners desire to maintain and perpetuate the planned and platted development for residential use, and to preserve its natural beauty for the enjoyment and convenience of the property Owners and persons living therein so as to maintain property values and to enhance their quality of life; to provide necessary community services; and to enforce the Rules, conditions, restrictions, and easements (hereinafter "Covenants") established by these Declarations to secure such objectives; and,</p> <p>WHEREAS, Riviera Community Club, Inc., (hereinafter "Riviera"), a Washington non-profit corporation, has been duly incorporated to carry out these Covenants and to do and perform all other things permitted and required by these Covenants, according to the Jaws of the State of Washington;</p> <p>NOW, THEREFORE, the Owners of the Subdivision property legally described on Exhibit "A" attached hereto and incorporated herein, hereby declare that the Subdivision, and each and every parcel of property therein, is and shall be held, conveyed, encumbered, leased and used subject to the following amended and revised uniform Covenants in order to enhance the value, desirability and attractiveness of the Subdivision property. These Covenants shall supersede and amend in full the Covenants, Conditions, Restrictions and Easements dated May 17, 1967, as originally recorded under Pierce</p>	<p>The original referenced the first plat, and many amendments added to it. the proposed lists all plats which have already been added, to eliminate the need for the amendments.</p> <p>Proposal lists all recorded plat maps</p> <p>And provides a method for new properties to be added to the community by reference to article 10.</p> <p>Recitals basically give a history of past and current adoption procedures. the proposal here describes how the restatement is being adopted.</p>	<p>A Declaration submitting real estate to covenants and restrictions entitled, "Declaration of Protective Covenants, Conditions, Restrictions, Easements and Reservations for the Plat of Lake Josephine Riviera and any Subsequent Divisions" ("Original Declaration"), was originally recorded on May 17, 1967 in Pierce County, Washington, under Auditor's File No. 2146774. The Original Declaration was amended under recording number 9907210373.</p> <p>The Property, known as Lake Josephine Riviera, is comprised of the real property shown on the Survey Maps and Plans recorded with the Pierce County Department of Records under File Nos. 2146773, 2155167, 2184769, 2204167, 2216327, 2230687, 2238666, 2248643, 2256283, 2263165, 2274632, 2286841, 2289997, 201704265002, 2293595, 2303091, 2310358, 2317811, 2332219, 2347969, 2360220, 2354752, 2354754, 2441054, AND 2011885. Additional Properties may be added to the Subdivision as provided in Article 10.</p> <p>Under Article X, Section 10.01 of the Original Declaration, the Association has the power to amend the Declaration. The Association has published to all Owners the proposed amendments, and has held a vote as required by the Original Declaration to adopt this restated Declaration. This shall replace the Original Declaration, and rescind any recorded Rules and Regulation, which do not require recording to be effective. This shall also rescind any recorded Bylaws for the Association, and new Bylaws may be adopted by the Association which shall not require recording to be effective.</p> <p>The Association hereby publishes and declares that the Property shall be held, sold, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, easements, reservations, and agreements, all of which are for the purpose of enhancing and protecting the character,</p>

<p>County Auditors file No. 2146774, and as subsequently amended.</p>	<p>Proposed repeats the original language here</p> <p>Here original language was expanded to add the facilities already existing, and to describe rule making and enforcement authority already provided by RCW 64.38.020.</p> <p>This states the community desire to replace the existing with these new CC&Rs</p>	<p>attractiveness, and desirability of Lake Josephine Riviera. Those covenants, conditions, restrictions, easements, and reservations shall run with the Property and shall be a burden upon and a benefit to the Property and binding upon any person, firm, corporation or entity of any kind whatsoever acquiring or owning an interest in the Property or any part thereof, and their respective lessees, guests, heirs, executors, personal representatives, successors, and assigns. Acceptance of an interest in any portion of the Property shall be deemed acceptance of the terms and provisions of this Declaration.</p> <p>WHEREAS, Anderson Island and the Lake Josephine Riviera Subdivision (hereinafter "Subdivision") are areas of great natural beauty which includes distinctive terrain, a unique island biological, botanical and geological ecosystem, forests, open spaces, fresh water lakes and streams, and salt water exposure, all of which combine to form a natural habitat for plants and animals and a unique recreational and residential community; and,</p> <p>WHEREAS, The Subdivision Owners desire to maintain and perpetuate the planned and platted development for residential and recreational use, and to preserve its natural beauty for the enjoyment and convenience of the property Owners and persons living therein so as to maintain property values and to enhance their quality of life; to provide necessary community services including a golf course, restaurant, marina and campground; and to enforce the Rules, Conditions, Restrictions, and Easements (hereinafter "Covenants") established by these Declarations to secure such objectives; and,</p> <p>WHEREAS, Riviera Community Club, Inc., (hereinafter "the Association"), a Washington non-profit corporation, has been duly incorporated to carry out these Covenants and to do and perform all other things permitted and required by these covenants, according to the laws of the State of Washington;</p> <p>NOW, THEREFORE, the Owners of the Subdivision property, hereby confirm that the Subdivision, and each and every parcel of property therein, is and shall be held, conveyed, encumbered, leased and used subject to the following amended and revised uniform Covenants in order to enhance the value, desirability and attractiveness of the</p>
---	---	--

		Subdivision property. These Covenants shall supersede and amend in full the Covenants, Conditions, Restrictions and Easements dated May 17, 1967, as originally recorded under Pierce County Auditors file No. 2146774, and as subsequently amended on July 21, 1999.
--	--	---

Article I

<p>ARTICLE 1 DEFINITIONS</p> <p>Unless the context otherwise specifies or requires, the following words and phrases when used in these Covenants shall have the meaning hereinafter specified.</p> <p>AMENITIES shall mean all of the lands, facilities and services within the Subdivision or provided by Riviera for the common benefit of the owners, including but not necessarily limited to parks, campgrounds, playgrounds, lakes access, marina, docks, golf course, domestic water service and other services for the use and enjoyment of its Owner Members.</p> <p>ARTICLES OF INCORPORATION and "Articles" shall mean a governing document or formal written instrument by which Riviera Community Club has the authority to exercise any of the powers provided and to manage, maintain, or otherwise affect the property under its jurisdiction and which has been recorded with the Secretary of State. It further means the original articles of incorporation and all amendments thereto, and includes articles of merger and restated articles.</p> <p>COMMON AREA shall mean all real property and improvements owned or leased by Riviera, or in which Riviera has an easement (excepting easements for maintaining Lots), for the use and enjoyment of the members.</p> <p>LOT shall mean a portion of the Subdivision, which is a legally described parcel of real property or is designated as a Lot or Tract on any recorded</p>	<p style="text-align: center;">Assessment is defined now.</p>	<p>ARTICLE I – DEFINITIONS</p> <p>Unless the context otherwise specifies or requires, the following words and phrases when used in these Covenants shall have the meaning hereinafter specified.</p> <p>“Amenities” shall mean all of the lands, facilities and services within the Subdivision or provided by the Association for the common benefit of the Owners, including but not necessarily limited to parks, campgrounds, playgrounds, lakes, marina, docks, golf course, restaurant, domestic water service and other services for the use and enjoyment of Owners.</p> <p>“Articles of Incorporation” or "Articles" shall mean the Articles of Incorporation as filed with the Secretary of State and all amendments thereto.</p> <p>“Assessment” shall mean all sums chargeable by the Association against a Lot and/or its Owner as provided in the Declaration and other Governing Documents, including, but not limited to: (a) annual and special Assessments for operation, maintenance, repair or replacement of Common Areas and Amenities, and any other property of the Association, (b) special Assessments against a Lot and/or its Owner; (c) charges to Lot Owners for services provided and for use of common amenities, including water, the golf course, marina, campgrounds and restaurant, (d) fines or fees imposed by the Association; (e) interest and late charges on any delinquent account; (f) costs of collections, and (g) reasonable attorneys’ fees incurred by the Association in connection with the collection of a delinquent Owner’s account or enforcement of the Governing</p>
---	---	--

<p>Subdivision plat, whether or not improved. Lot shall not include any Common Area or Amenities.</p> <p>MEMBER shall mean any person who is a member of the Riviera Community Club, Inc. pursuant to Section 4.06 below and as defined in the Bylaws.</p> <p>NOTICE AND OPPORTUNITY FOR A HEARING shall mean no less than five (5) days written notice together with opportunity for a scheduled public hearing before the Trustees or a duly designated hearing officer or a hearing committee or subcommittee at which the Owner concerned shall have an opportunity to be heard in person or by counsel at Owner's expense. If the hearing should be before a hearing officer, committee or subcommittee, the Owner shall have the right to appeal to the Trustees on written notice within seven (7) days of the hearing.</p> <p>OWNER shall mean: (1) the person or persons or other legal entity or entities holding an aggregate fee simple interest in a Lot or parcel; and (2) the purchaser of a Lot under an executory contract of sale</p> <p>RIVIERA shall mean the Riviera Community Club, Inc., a Washington non-profit, non-stock corporation.</p> <p>RULE(S) shall mean any Rule or set of Rules, regulations or requirements approved by the Trustees and the Owners pursuant to the authority granted by these Covenants for the use of common areas, land use and development of individually owned property, and for government of the members.</p> <p>SUBDIVISION shall mean all that certain real property identified and described on the several plats of Lake Josephine Riviera filed of record in the office of the County Auditor of Pierce County, State of Washington, as the same now exists and as legally described in exhibit "A" attached hereto and incorporated herein, or as may be amended from time to time.</p> <p>TRUSTEES shall mean the Board of Trustees of</p>	<p>Notice and opportunity for hearings are defined later in the document. Hearings are in article 9.</p> <p>Many more definitions are added to the document.</p>	<p>Documents.</p> <p>"Associate Member" shall mean individuals or corporations who do not own Riviera property in the Riviera Community Club, but who have been approved by the Board for the SOLE purpose of using and enjoying the Riviera Common Area and Amenities (excluding access to Lake Josephine Riviera Water) as provided in the Bylaws.</p> <p>"Association," "Riviera" or "HOA" shall mean and refer to the Riviera Community Club, Inc., and all of the Lot Owners of Lake Josephine Riviera acting collectively in accordance with its governing documents and this Declaration, as they may be amended. The Association is an entity governed by the Washington Homeowners Association Act, RCW 64.38.</p> <p>"Board", "Board of Directors" or "Board of Trustees" shall mean and refer to the Board of Trustees of the Riviera Community Club, Inc., as provided for in Article IV, which shall have all powers of the Association authorized by this Declaration and applicable statutes.</p> <p>"Bylaws" shall mean the Bylaws of the Riviera Community Club, as they may be amended from time to time.</p> <p>"Common Area" or "Common Areas and Amenities" shall mean all real property and improvements owned in common by the Members of the community, real property owned or leased by the Association, or real property in which the Association has an easement (excepting easements for maintaining Lots), for the use and enjoyment of the Members or the Association. Common areas include, but are not limited to, the water system, parks, marina, golf course, restaurant, parks, parking lots and driveways, campgrounds, clubhouse, offices and maintenance facilities.</p> <p>"Common Expense" shall mean the costs incurred by the Association to exercise any of its powers provided for under this Declaration and under</p>
--	--	--

<p>Riviera Community Club, Inc., a Washington non-profit corporation.</p>	<p>Electronic Transmission is defined to allow for email notification as provided by non-profit corporation act.</p>	<p>applicable law.</p> <p>“County” shall mean Pierce County, Washington.</p> <p>"Covenants" shall mean and refer to this Amended and Restated Declaration of Protective Covenants, Conditions, Restrictions, Easements and Reservations for the Lake Josephine Riviera Subdivision as recorded in the Office of Pierce County Auditor, Pierce County, Washington.</p> <p>“Declaration” is synonymous with “Covenants.”</p> <p>“Dwelling” shall mean a house or other physical structure located on a Lot that is designed and intended for use and occupancy by the Lot Owner.</p> <p>“Electronic Transmission” shall mean the transfer of data or information through an electronic data interchange system consisting of, but not limited to, computer modems and computer networks. This includes email.</p> <p>“Immediate Family,” as relates to the use of Common Areas and Amenities, parents, children, grandchildren and other family members who share a common residence. Persons other than Immediate Family shall have the same rights and obligations as Guests or Associate Members.</p> <p>“Good Standing” or “Member in Good Standing” shall mean that a Member is not delinquent in payment of any Assessment, fee, penalty or other charges more than 60 days.</p> <p>“Governing Documents” shall mean the Declaration; Survey Maps and Plans; Bylaws; Rules and Regulations of the Association; Articles of Incorporation; or other written instrument by which the Association has the authority to exercise any of the powers provided for in this Declaration or by applicable law.</p> <p>“Guest” shall include any non-Owner who is brought by a Member to the community.</p> <p>“Lot” shall mean a portion of the Subdivision or any Lots or future acquisitions of property within the</p>
---	--	--

		<p>Association, which is a legally described parcel of real property or is designated as a Lot or Tract on any recorded Subdivision plat, whether or not improved. Lot shall not include any Common Area or Amenities. Lots are as defined on the original plat maps. The combination of Lots into a single legal parcel with the County does not change or reduce the number of Lots for any purpose in the Governing Documents.</p> <p>"Manager" or "General Manager" shall mean the General Manager (or other similar title) employed by the Association.</p> <p>"Member" shall mean any person who is a Lot Owner of the Riviera Community Club, Inc. pursuant to Section 4.03 below and the Bylaws, but shall not include Associate Members. "Member" and "Owner" are synonymous for purposes of the Declaration and other Governing Documents.</p> <p>"Notice" shall mean Notice as defined in section 8.03 of this Declaration</p> <p>"Opportunity to be Heard" shall be as described in section 9.05 of this Declaration.</p> <p>"Owner" shall mean: (1) the person, persons or other legal entity or entities holding an aggregate fee simple interest in a Lot or parcel; and (2) the purchaser of a Lot under a recorded contract of sale. See "Member". Owner shall include members of Limited Liability Companies which own Lots, partners in partnerships that own Lots, and similar members of other business entities that own Lots.</p> <p>"Record," when used as a noun, means information inscribed on a tangible medium or contained in an electronic transmission. Records of the Association are further described in the Bylaws.</p> <p>"Related Party" means a person who has been certified in a written document filed by an Owner with the Association to be (a) the Owner's spouse, domestic partner, parent, parent-in-law, step parent, child, step-child, grandchild or step-grandchild; (b) an officer or director of any Owner that is a corporation; (c) a member of any Owner that is a limited liability</p>
--	--	--

Definitions related to reserve studies as required by statute

company; (d) the trustee or beneficiary of any Owner that is a trust; or (e) a partner of any Owner that is a partnership.

“Reserve Fund” and “Reserve Account” shall mean that account established by the Association at a bank or other financial institution into which funds are deposited to be used by the Association to pay for future maintenance, repairs, and replacement costs for the Common Areas, Amenities and water system, to include but not limited to equipment, vehicles, buildings and facilities, without the need of a special Assessments. The Reserve Fund is administered by the Board or its designated managing agent.

“Reserve Study” shall mean an analysis, report and updates thereto prepared by a reserve study professional in accordance with the requirements of Chapter 64.38 of the Revised Code of Washington and any amendments thereto.

“Riviera” – see Association.

“Rule(s)” shall mean any rule or set of rules, regulations or requirements approved by the Trustees pursuant to the authority granted by these Covenants for the use of common areas, land use and development of Lots, and for governance of the Members.

“Structure” shall mean anything or object the placement of which upon any Lot may affect its appearance, including, without limitation, any building, garage, porch, shed, patio, deck, fence, play structure, tree house, wall, rockery, hedge, antenna or other receiving device, driveway, parking area, tarp, carport, tent or other similar structure or the like.

“Subdivision” shall mean all that certain real property identified and described on the several plats of Lake Josephine Riviera filed of record in the office of the County Auditor of Pierce County, State of Washington, as the same now exists, or as may be amended from time to time.

“Tenant” or “Renter” – shall mean any occupant other than the Owner, whether or not there is

		<p>a written lease, and whether or not rent is paid.</p> <p>“Trustees” – shall mean a member of the Board of Trustees as elected or appointed. “Trustees” and “Directors,” as referred to in statutes or other Governing Documents, are the same. shall mean a member of the Board of Trustees as elected or appointed. “Trustees” and “Directors,” as referred to in statutes or other Governing Documents, are the same.</p> <p>“Water District” shall mean the Lake Josephine Water Supply System owned and operated by the Association, regardless of how it is named.</p>
--	--	--

Article II

<p>ARTICLE II - <u>TERM</u></p> <p>SECTION 2.01. Term. These Covenants shall run until December 31, 2019, unless amended as herein provided. After December 31, 2019, these Covenants shall be automatically extended for successive periods of ten (10) years each, unless amended as provided herein or until they shall be extinguished by a written instrument executed by at least three-fourths of the Members of Riviera, and the recordation of such written instrument with the Pierce County, Washington, Auditor.</p>	<p>Updated time to reflect adoption of this version, but otherwise kept automatic renewal every 10 years.</p>	<p>ARTICLE II - TERM</p> <p>These Covenants shall run until December 31, 2028, unless amended as herein provided. After December 31, 2028, these Covenants shall be automatically extended for successive periods of ten (10) years each, unless amended as provided herein or until they shall be extinguished by a written instrument executed by at least three-fourths of the Lot Owners of the Association, and the recording of such written instrument with the Pierce County, Washington, Auditor.</p>
---	---	---

Article III

<p>ARTICLE III - <u>APPLICATION AND AUTHORITY</u></p> <p>SECTION 3.01. Application and Enforcement of Covenants. The Covenants and Rules provided for herein shall be covenants running with all of the real property included within the Subdivision, and shall be binding upon such real property and any and all parts thereof, and upon all persons having or acquiring any interest in such real property or any part thereof. The Covenants and Rules provided for herein shall inure to the benefit of and shall be enforceable by the Owners of any Lot within the subdivision, their heirs, assigns, personal</p>	<p>SECTION 3.01- Application and Enforcement of Covenants. The Covenants and Rules provided for herein shall be covenants running with all of the real property included within the Subdivision, and future acquisitions and shall be binding upon such real property and any and all parts thereof, and upon all persons having or acquiring any interest in such real property or any part thereof. The Covenants and Rules provided for herein shall inure to the benefit of and shall be enforceable by the Association or the Owners of any Lot within</p>	<p>ARTICLE III - APPLICATION</p> <p>SECTION 3.01 Application and Enforcement of Covenants. The Covenants and Rules provided for herein shall be covenants running with all of the real property included within the Subdivision and future acquisitions and shall be binding upon such real property and any and all parts thereof, and upon all persons having or acquiring any interest in such real property or any part thereof. The Covenants and Rules provided for herein shall inure to the benefit of and shall be enforceable by the Association or the Owners of any Lot within the subdivision, their heirs, assigns, personal representatives and successors in</p>
---	---	--

<p>representatives and successors in interest, and/or by Riviera.</p> <p>SECTION 3.02. Binding Agreement. Accepting an interest in and to any portion of the real property within the Subdivision shall constitute an agreement by every person, entity, or corporation accepting such interest, that they and each of them intend and agree to be bound by and subject to the provisions hereof.</p>	<p>the subdivision, their heirs, assigns, personal representatives and successors in interest, and/or by Riviera.</p>	<p>interest.</p> <p>SECTION 3.02 Binding Agreement. Accepting an interest in and to any portion of the real property within the Subdivision shall constitute an agreement by every person, entity, or corporation accepting such interest, that they and each of them intend and agree to be bound by and subject to the provisions hereof.</p>
---	--	--

ARTICLE IV

<p>ARTICLE IV - <u>RIVIERA COMMUNITY CLUB</u></p> <p>SECTION 4.01. Organization Riviera Community Club ("Riviera") is organized in the form of a Washington nonprofit corporation, and is vested with the duties, powers and obligations set forth herein. Riviera shall operate according to its Articles of Incorporation, Bylaws, these Covenants, and any Rules adopted hereunder. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with these Covenants.</p> <p>SECTION 4.02. Annual and Special Membership Meetings. Riviera shall hold an annual meeting of the members in September of each year. Riviera shall also call special meetings upon the request of the President, majority of the Trustees, or upon presentation of a writing requesting the same signed by the Owner(s) of 10% of the Lots. Notice of all meetings of members shall be sent by Riviera to all Lot Owners. Notice of all meetings shall describe the date, time, location, and purpose of the meeting. Minutes shall be kept of each meeting, which shall include a record of all votes taken.</p> <p>SECTION 4.03. Quorum Ten percent (10%) of all Lots represented either in person or by proxy at any annual or special membership meetings shall</p>	<p>Deleted section about amending bylaws, which would be prohibited by statute.</p> <p>Moved most provisions related to governance of the community, like meetings, voting, officers, etc., into the Bylaws where they belong, and to avoid duplication.</p> <p>Board size is determined by the Bylaws.</p>	<p>ARTICLE IV - RIVIERA COMMUNITY CLUB</p> <p>SECTION 4.01 Organization. Riviera Community Club ("the Association") is organized as a Washington nonprofit corporation, and is vested with the duties, powers and obligations set forth herein. The Association shall operate according to its Articles of Incorporation, Bylaws, these Covenants, and any Rules and Regulations adopted hereunder.</p> <p>SECTION 4.02 Board of Trustees. The Association shall be governed by a Board of Trustees as provided in the Bylaws. Trustees may schedule and conduct such business meetings as they determine necessary to administer the affairs of the Association, as further provided in the Bylaws.</p> <p>SECTION 4.03 Membership. Every Lot Owner within the Subdivision and every Related Party shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. If a Lot is owned by a corporation, trust, partnership or other legal entity, only one natural person and his/her Immediate Family may be a Member and have use of the Common Areas and Amenities. The entity which owns the Lot shall designate in writing to the Association, the natural person who shall be entitled to all of the rights and privileges of membership. The Board may</p>
--	---	--

<p>constitute a quorum.</p> <p>SECTION 4.04. Board of Trustees. Riviera shall be governed by a Board of Trustees consisting of no more than five (5) members. Each Trustee shall hold office for two (2) years. The Trustees are limited to two (2) consecutive terms and shall not be employees of Riviera. The terms shall be staggered so that not more than three (3) positions are voted on at each annual meeting of the members of Riviera. If any Trustee is unable or unwilling to complete their term, said Trustee's position shall be filled by a majority vote of the remaining Trustees and said appointee shall serve until the next election. Trustees may schedule and conduct such business meetings as they determine necessary to administer the affairs of Riviera.</p> <p>SECTION 4.05. Officers. The Board of Trustees shall appoint individuals to serve as President, Treasurer and Secretary. Each officer shall also be a Trustee. The term of each officer shall be one year. Officers may be elected to consecutive terms. The Board of Trustees may create such other officers and committees, as it shall deem necessary.</p> <p>SECTION 4.06. Membership. Every Owner of a Lot shall be a member of Riviera. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.</p> <p>SECTION 4.07. Voting Rights. Lot Ownership shall vest its Owner(s) with one vote on all matters. No Lot shall be entitled to more than one vote. Lots owned jointly by more than one individual or entity shall be entitled to only one vote per Lot. Owners of multiple Lots may cast one vote for each Lot they own. Unless otherwise specifically set forth herein, an affirmative vote shall require the vote of sixty percent (60%) of the Lots represented either in person or by proxy at either an annual or special meeting called for that purpose at which a quorum is</p>	<p>Added language about members rights to use common areas, renter's rights to use common areas, but not to allow both to use common areas. They could buy an associate membership to allow both to use them. Provide language about tenants and guests compliance with rules and governing documents.</p> <p>Better define records and rights of owners to review records in accordance with Washington law.</p>	<p>establish rights and obligations for non-Owners (as Associate Members or Guests) as provided in the Bylaws.</p> <p>SECTION 4.04 Voting Rights. Lot Ownership shall vest Owner(s) with voting rights as provided in the Bylaws. Lots owned by the Association and Lots not eligible to vote, shall be disregarded from any calculation to determine quorum, or the votes necessary to adopt any resolution or take any action by the Association.</p> <p>SECTION 4.05 Members Right to Use Common Area and Amenities. Members in Good Standing, their family, and their guests, shall have the right and a nonexclusive easement of enjoyment in and to the Common Area and Amenities, and for ingress and egress over and through the Common Area. This easement shall be appurtenant to and shall pass with the title to every Lot, subject to the Rules authorized in Section 6.01 hereof. Renters may use the Common Areas and Amenities only if released in writing by the Owner to do so. Owners who release their rights to Renters no longer have rights to use the Common Areas and Amenities, except as specifically provided in the Rules and Regulations adopted by the Trustees. Renters, Tenants and Guests must comply with the Association's Governing Documents the same as any Member. The Board may limit an Owner's right (or those of their Tenants, Immediate Family and Guests) to use of the Common Areas and Amenities in accordance with its enforcement powers under Article IX.</p> <p>SECTION 4.06 Books and Records. Records of the Association shall be kept as provided in the Bylaws. Records shall be reasonably available for examination by all Owners, holders of mortgages on the lots, and their respective authorized agents, as provided in the Bylaws. Records of the Association shall not include any emails between Trustees, or between the General Manager and Trustees, except if they are the written approval of a Board action. Records shall not include any information which the Association is required to keep private and confidential under any</p>
---	---	--

<p>established.</p> <p>SECTION 4.08. Members Right to Use Common Area. Members in good standing, their family, and their guests shall have the right and a nonexclusive easement of enjoyment in and to the Common Area, and Amenities, and for ingress and egress over and through the Common Area. This easement shall be appurtenant to and shall pass with the title to every Lot, subject to the Rules authorized in Section 6.01 hereof. Renters may use the Common Areas and Amenities only if released in writing by the Owner to do so. Owners who release their rights to renters no longer have rights to use the Common Area.</p>	<p>Better clarify the communities practice of operating businesses for its members and for the public.</p>	<p>state or federal law. The Association is not required to permit examination of records or release of any information which may be done for an improper purpose.</p> <p>SECTION 4.07 Association Businesses and Activities. For the benefit of its Members and the general public, the Association may conduct businesses, including the public water supply system, golf course, restaurant, marina, campground and other business activities to generate income to offset the expenses of the Association. Such business activities shall not change the status of the Association from a non-profit corporation, because any income in excess of expenses shall not be distributed to the Members, but shall be retained for future maintenance and reserves. To further the activities of these businesses, the Association may allow Associate Members as provided in the Bylaws, and may provide services to Associate Members, Guests and to the general public.</p>
---	--	--

Article V

<p><u>ARTICLE V - ASSESSMENTS, WATER USER FEES & STANDBY CHARGES</u></p> <p>SECTION 5.01. Authority to Levy and Collect Annual and Special Assessments. Riviera, through its Trustees, shall levy upon each Lot annual dues and special assessments set from time to time by the Trustees in amounts necessary to: (1) pay the operational expenses of Riviera; and (2) to fund a reserve account, as set forth in an annual ratified budget.</p>	<p>Clarifies the authority to collect money from owners to pay for common areas and amenities.</p>	<p>ARTICLE V - ASSESSMENTS, WATER USER FEES, COMMON AREA WATER USE AND MAINTENANCE CHARGES</p> <p>SECTION 5.01 Authority to Levy and Collect Annual and Special Assessments. The Association, through its Trustees, shall levy upon each Lot annual Assessments and special Assessment set from time to time by the Trustees in amounts necessary to: (1) pay the operational expenses of the Association; and (2) to fund a Reserve Account, as set forth in an annual budget.</p> <p>The Association may assess Owners for the expense to maintain and operate any of the Common Areas and Amenities, including but not limited to the parks, restaurant, golf course, campground and marina, and an Owner may not be excused from payment for any reason, including their lack of use of those Common Areas and Amenities. Maintenance of the parks, restaurant, golf course, campground and marina,</p>
---	--	---

<p>SECTION 5.02. Authority to Levy and Collect Water User and Stand-by Charges. Water user charges and stand-by water charges shall be set and collected by the Trustees in such amounts as the Trustees shall from time to time determine based upon current engineering and accounting information, in amounts necessary to: (1) pay the operational expenses of Riviera; and (2) to fund a reserve account, as set forth in an annual ratified budget. Such user charges and stand-by water charges shall be paid by each Member for the privilege of receiving water service or the availability of water service by Riviera to the member's Lot. Trustees shall provide for the diligent and timely collection of such charges.</p> <p>SECTION 5.03. Payment of Assessments. Every Lot Owner is deemed to covenant and agree (whether or not expressed in any deed or conveyance) to pay when due any and all annual</p>	<p>Provides that if food minimums to support the restaurant are necessary, that these are also valid assessments against lots.</p> <p>Adds this language from WUCIOA to make owners responsible for damage they cause, but only after a due process requirement as provided in Article 9.</p> <p>Clarifies the authority to assess fees for the water district.</p> <p>Clarifies the association's authority to turn off water to an owner who does not pay, and that failure to pay for water is the same as failure to pay any other assessment.</p>	<p>enhance the values of all properties within the community, and as such are appropriately assessed to all Lots. Should the Trustees adopt minimum food and beverage charges for the operation of the restaurant, these shall also constitute Assessment to the Owners and their Lots.</p> <p>To the extent that any expense of the Association is caused by misconduct or negligence of any Owner or that Owner's Tenant, Guest, invitee, or occupant, the Association may assess that expense against the Lot after Notice and an Opportunity to be Heard, even if the Association maintains insurance with respect to that damage or common expense.</p> <p>The Association may assess fees for the Water District, including standby charges, use charges, Fire flow fees, and fees for the right of access, even if no water is actually used by a Lot.</p> <p>SECTION 5.02 Authority to Levy and Collect Water User and Common Area Water Use and Maintenance Charges. Water use and availability charges and stand-by water charges shall be set and collected by the Trustees in such amounts as the Trustees shall from time to time determine based upon current engineering and accounting information, in amounts necessary to: (1) pay the operational expenses of the Water District; and (2) to fund a Reserve account, as set forth in an annual ratified budget. Such user charges and common area water use and maintenance charges shall be paid by each Lot Owner for the privilege of receiving water service, the availability of water service, or the provision of water for fire hydrants by the Association to the Owner's Lot and the Common Areas. Trustees shall provide for the diligent and timely collection of such charges. Failure of any water user to pay any water related charges entitles the Association to terminate service to any user, and to collect such amounts as any other assessment.</p> <p>SECTION 5.03 Payment of Assessments. Every Lot Owner is deemed to covenant and agree (whether or not expressed in any deed or conveyance) to pay when due any and all annual or special Assessments,</p>
---	--	---

<p>or special dues, expenses, assessments, penalties or other charges that may be levied against their Lot from time to time by Riviera in accordance with these Covenants and/or any Rule adopted hereunder. If an owner owns more than one lot, the owner shall pay an assessment for each lot owned.</p> <p>SECTION 5.04. Liens to Secure Payment. In the event any Owner fails to pay, within 30 days, all fees and assessments, penalties or charges of Riviera, then Riviera may file a lien, substantially in the form of a labor and material lien. The lien shall be a lien against the Lot or Lots of the non-paying party and shall be foreclosable in the same manner as a labor and material lien, without, however, the requirement to file suit within eight (8) months. The lien shall have perpetual existence until paid and shall be released by a recorded lien release. The unpaid balance shall bear interest at 12% until paid and the non-paying party shall be liable for all costs and attorneys fees expended in any collection action including but not limited to the foreclosure of the lien.</p> <p>SECTION 5.05. Subordination. Any lien allowed or provided by this declaration shall be considered subordinate and inferior to any bona fide first mortgage or first position deed of trust (but not a real estate contract) where the lender under such first mortgage or deed of trust is a bank, savings and loan, FHA, VA, or other institutional lender. If required by such institutional lender, Riviera will execute a standard form subordination agreement to affect the purposes of this provision. This provision shall also apply to refinancing of an existing first position mortgage or deed of trust where the refinancing lender is an institutional lender as above described. This provision shall not apply to any sale of all or part of any Lot where the Lot Owner, subject to an existing lien, carries the sale contract or deed of trust, or otherwise acts as lender to a purchase of the liened Lot. Except as provided</p>	<p>Clarifies payment is for each lot as originally platted, so combining those lots for tax purposes or to change setback requirements for the county do not reduce payment obligations.</p> <p>The Collection is revised to provide all collection remedies available under the Homeowner Association Act. (RCW 64.38)</p> <p>Clarifies that a lien exists even if the HOA does not record one, but that the association may record a lien.</p> <p>Clarifies that the payment obligation is both a personal debt by the owner, and a lien on the real estate.</p> <p>Establishes a minimum time that an owner must be delinquent before any action can be taken.</p>	<p>expenses, penalties or other charges that may be levied against their Lot from time to time by the Association in accordance with these Covenants and/or any Rules and Regulations adopted hereunder. If an Owner owns more than one Lot as shown on the plat maps recorded to join the property to the Subdivision the Owner shall pay an Assessment for each such Lot owned.</p> <p>SECTION 5.04 Liens to Secure Payment. All Assessments and charges of any kind, together with interest therein and costs of collection thereof (including reasonable attorney's fees whether or not suit is commenced), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. The lien shall have perpetual existence until paid and shall be released by a recorded lien release. Each such Assessment, together with such interest and costs of collection, shall also be the personal obligation of the Lot Owner owning the Lot when Assessment is due. The personal obligation for delinquent Assessment shall not pass to the Lot Owner's successors in title unless the lien for such delinquent Assessment has been properly recorded prior to the transfer or title or unless expressly assumed by the transferee. Provided, however, that in the case of a sale of any Lot which is charged with the payment of an Assessment or Assessment payable in installments, the person or entity who is the Owner immediately prior to the date of any such sale, shall be personally liable only for the amount of the installment due prior to said sale. The new Owner shall be personally liable for installments which become due on or after said sale.</p> <p>SECTION 5.05 Collection Actions. If any Assessments are not paid in full within Sixty (60) days of when due (whether for annual amounts due or monthly amounts due, dependent upon the Association's currently approved billing method, or for any other fine, fee, charge or assessment) the Association may bring an action against the person or entity personally obligated to pay such Assessment and/or record a lien for the amount of the Assessment plus interest and attorney's fees and costs incurred or</p>
--	---	---

<p>above, no lien allowed or provided by this declaration shall be affected by a sale, transfer or refinance of the liened Lot or Lots.</p> <p>SECTION 5.06 Personal Liability. The personal obligation of each Lot Owner shall not be relieved by sale or transfer of the Lot, and shall not become the personal obligation of the Owner's successors in interest unless expressly assumed by them. The new Owner shall be personally liable for assessments, dues, or other charges, which become due on or after the date of sale or transfer. Provided that, nothing in this section shall relieve the Lot from liability for such dues, assessments, or other charges or lien therefore.</p> <p>SECTION 5.07 Certificate of Amount Due. Upon demand, Riviera shall furnish a certificate in writing signed by an officer of Riviera stating whether assessments, dues, liens or other charges against a specified Lot have been paid, or the amount due and owing. Such certificate shall be conclusive evidence against the Riviera Community Club as to the amount of any assessment, dues, liens or other charges stated to have been paid. Riviera may charge a reasonable fee for the issuance of such certificate.</p>	<p>Adds this provision required by statute.</p> <p>Clarifies authority to assess late fees and interest as provided by statute.</p> <p>Clarifies that the association's lien is not ahead of a first mortgage, so that banks will continue to loan money for owners.</p>	<p>estimated to be incurred in enforcing the lien with the county in which the Lot is located. The lien may be foreclosed in the same manner as a real property mortgage. Suit to recover a money judgment for unpaid Assessments or charges can be maintained against the Lot Owner in conjunction with or separate from foreclosure of the lien.</p> <p>SECTION 5.06. Homestead Waiver. Each Lot Owner hereby waives, to the extent of any liens created pursuant to this Declaration, the benefit of any homestead or exemption law in effect at the time any Assessment becomes delinquent or any lien is imposed pursuant to the terms of this Declaration, and hereby waives the right to claim such homestead or exemption prior to payment in full of all delinquent Assessments.</p> <p>SECTION 5.07 Late Fees and Interest. The Trustees may assess a reasonable late fee on Assessments and other amounts due if not paid within 15 days of when they are due. The unpaid balance of any Assessment or other charges shall bear interest at 12% per annum (or the maximum allowed by state law, whichever is higher), from its original due date until paid, and the non-paying party shall be liable for all costs and attorneys' fees expended in any collection action including but not limited to the foreclosure of the lien.</p> <p>SECTION 5.08 Subordination. Any lien allowed or provided by this Declaration shall be considered subordinate and inferior to any bona fide first mortgage or first position deed of trust (but not a real estate contract) where the lender under such first mortgage or deed of trust is a bank, savings and loan, FHA, VA, or other institutional lender. If required by such institutional lender, the Association will execute a standard form subordination agreement to affect the purposes of this provision. This provision shall also apply to refinancing of an existing first position mortgage or deed of trust where the refinancing lender is an institutional lender as above described. This provision shall not apply to any sale of all or part of any Lot where the Lot Owner, subject to an existing</p>
---	--	---

	<p>Clarifies that the assessments are personal debts, and that it is not wiped out by selling or transferring the property to someone else.</p> <p>This provides that when asked, the association must certify an exact amount owed by an owner so that they know what they have to pay. This is as provided by statute.</p>	<p>lien, carries the sale contract or deed of trust, or otherwise acts as lender to a purchase of the liened Lot. Except as provided above, no lien allowed or provided by this Declaration shall be affected by a sale, transfer or refinance of the liened Lot or Lots.</p> <p>SECTION 5.09 Personal Liability. The personal obligation of each Lot Owner shall not be relieved by sale or transfer of the Lot, and shall not become the personal obligation of the Owner's successors in interest unless expressly assumed by them. The new Owner shall be personally liable for Assessments, dues, or other charges, which become due on or after the date of sale or transfer. Provided that, nothing in this Section shall relieve the Owner from liability for such dues, Assessments, fines, or other charges or lien therefore.</p> <p>SECTION 5.10 Certificate of Amount Due. Upon demand, the Association shall furnish a certificate in writing signed by an officer or agent of the Association stating whether Assessments, dues, liens or other charges against a specified Lot have been paid, or the amount due and owing. Such certificate shall be conclusive evidence against the Association as to the amount of any assessment, dues, liens or other charges stated to have been paid. The Association may charge a reasonable fee for the issuance of such certificate.</p>
--	--	--

Article VI

<p><u>ARTICLE VI - RULES AND COMPLIANCE</u></p> <p>SECTION 6.01. Trustee's Authority to Adopt and Enforce Regulations Regarding Common Areas. The Riviera Trustees shall have the power and authority to adopt and enforce reasonable Rules for the management and administration of the business affairs of Riviera and for regulating the use and enjoyment of all Common Areas and Amenities within the Subdivision. The Trustees shall also have the power to establish Rules under which persons who are not members of Riviera can use the Common Areas and Amenities .</p>	<p>The revised powers section generally follows RCW 64.38.020, but with added clarity for your community.</p>	<p>ARTICLE VI - Association POWERS AND AUTHORITY</p> <p>SECTION 6.01 The Association Authority.</p> <p>(A) Adopt and amend Bylaws, Rules and Regulations governing the use of the Lots, Common Areas and Amenities and governing the personal conduct of the Lot Owners, Associate Members, and their guests, tenants and agents; adopt and enforce reasonable Rules for the management and administration of the business affairs of the Association; and adopt rules and procedures under which persons</p>
---	---	--

	<p>Collection for the water system is an additional clarification added to the statutory language.</p> <p>Rule enforcement is addressed with the enforcement provision later</p> <p>Again these provisions are as provided for in RCW 64.38.020</p>	<p>who are not Lot Owners can use the Common Areas and Amenities. Such rules need not be recorded to be binding on Lot Owners, Associate Members, tenants and guests, but shall be effective when distributed to the Membership. The Board, or its designee may limit or refuse services, or the use of Common Areas and Amenities, to Lot Owners or their guests if a Lot Owner is delinquent, or if the Lot Owner's use of the service is unreasonable or offensive in any manner;</p> <p>(B) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for common expenses from Owners;</p> <p>(C) Levy and collect water usage, Common Area water use, maintenance charges, and reserves for use, maintenance, repair, and replacement of the water supply system;</p> <p>(D) Hire and discharge or contract with managing agent(s) and other employees, agents, vendors, and independent contractors. The Trustees may delegate to the General Manager the authority to manage all employees of the Association, sign checks within preset limits, and to manage the day to day operations of the Association, all under the ultimate direction of the Board;</p> <p>(E) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the homeowners' association, but not on behalf of Owners involved in disputes that are not the responsibility of the Association;</p> <p>(F) Make contracts and incur liabilities, including for insurance, maintenance, improvement, reconstruction and repair and new construction of the Common Areas and Amenities, the water and water drainage systems, the office building, clubhouse, golf course, restaurant, lakes, marina and other park and recreational amenities and facilities;</p> <p>(G) Regulate the use, maintenance, repair, replacement, and modification of Common Areas and Amenities, including the public water supply system;</p>
--	---	---

	<p>Again these provisions are as provided for in RCW 64.38.020</p> <p>The right to suspend right to use common areas is clarified here.</p> <p>The right to evict people from the community for repeated violations of the governing</p>	<p>(H) Cause additional improvements to be made and new construction to take place as a part of the Common Areas and Amenities;</p> <p>(I) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property;</p> <p>(J) Grant easements, leases, licenses, and concessions through or over the Common Areas and Amenities and petition for or consent to the vacation of streets and alleys;</p> <p>(K) Join additional property to the Subdivision. Upon application by Owners of property within the immediate vicinity of the existing Subdivision, the Association may join additional property to the subdivision;</p> <p>(L) Impose and collect any payments, fees, or charges for the use, rental, or operation of the Common Areas and Amenities, including the water supply system, even if not located within the Subdivision;</p> <p>(M) Impose and collect charges for late payments of Assessments, fees, fines and other charges and, after Notice and an Opportunity to be Heard by the Board, or by the representative designated by the Board and in accordance with the procedures in the Bylaws or Rules and Regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule adopted by the Board and furnished to the Owners for violation of the Bylaws, Rules, and Regulations of the Association;</p> <p>(N) Suspend right to use. After Notice and Opportunity to be Heard, for violations of the Governing Documents, suspend some or all of a Lot Owner's or tenant's right to use the Common Areas and Amenities, and to impose such restrictions on their families and guests;</p> <p>(O) Eviction of Renters, Owners or other occupants; The Association shall have the right, after</p>
--	--	--

	<p>documents, following an opportunity to be heard, is a new provision to give more enforcement authority. Because an eviction requires a court proceeding, this does not violate law.</p> <p>Insurance provision added.</p> <p>Clarify authority of the association to assess costs for damage to individual lot owners.</p> <p>Refers the reader to the bylaws for budget process, which is set by statute RCW 64.90.525</p>	<p>Notice and an Opportunity to be Heard to the Owner, to evict any Tenant, Owner, or Guest from residing within the subdivision, or from use of any of the Common Areas or Amenities.</p> <p>(P) Exercise any other powers conferred by the Bylaws;</p> <p>(Q) Exercise all other powers that may be exercised in this state by the same type of corporation as the Association; and</p> <p>(R) Exercise any other powers necessary and proper for the governance and operation of the Association.</p> <p>SECTION 6.02 Insurance. The Trustees shall cause to be purchased each year policies of insurance to protect the property owned by the Association or in common by the Lot Owners. The property insurance shall cover the full replacement value of the property for fire and other normally covered casualties. The Trustees shall determine if such coverage shall cover earthquakes. The Association shall purchase general liability insurance to protect the Association, the Trustees, managers and all Lot Owners from claims of injury or property damage resulting from actions of the Association or occurring on Association controlled property. The Association shall maintain fidelity insurance in an amount to protect all funds of the association. The Association shall maintain Directors and Officers Liability insurance to protect the Association, Trustees and the management.</p> <p>SECTION 6.03 Damage caused by Lot Owners, tenants and guests. If any damage is caused by a Lot Owner, their tenants, guests or pets, the Lot Owner shall be responsible for the amounts within any deductible under the Association’s insurance policy, and for any amounts not covered by insurance.</p> <p>SECTION 6.04 Budgets. The Association shall adopt budgets as provided in the Bylaws.</p> <p>SECTION 6.05 Reserve Studies. The Association shall have Reserve Studies prepared in accordance with RCW 64.38.065 and 070.</p>
--	--	---

SECTION 6.02. Trustee's Authority to Recommend for Adoption Rules Regarding Land Use, Architectural Requirements, and Development of Individually Owned Property. The Trustees shall have the power and authority to recommend to the members for adoption reasonable Rules regarding the development, construction, alteration and use of all individually owned real property within the Subdivision, including, but not limited to, Rules regarding the exterior design, materials, color and finish for all improvements.

The minimum standards for these Rules shall be the Pierce County Uniform Building Code (UBC) except where amended by these Covenants. These Rules shall not be inconsistent with these Covenants. Any Rules recommended by the Trustees shall be subject to adoption by a vote of sixty (60) percent of the Lots present or represented by written proxy and entitled to vote at any annual or special meeting of the membership called for that purpose and at which a quorum is present. After the recording of these Covenants, no dwelling shall be constructed or placed on any residential Lot unless it shall comply with these Covenants and the minimum architectural requirements recommended by the Trustees and adopted by the membership as provided herein.

SECTION 6.03. Trustee's Authority to Enforce Rules Regarding Land Use, Architectural Requirements, and Development of Individually Owned Property, and Variances. The Architectural Control Committee (ACC) may recommend and the Trustees shall have the authority to implement and enforce these Covenants and the Rules as adopted. The Trustees may adopt Rules for the operation of

~~SECTION 6.02-06~~ **Trustee's Authority to Recommend for Adoption Rules Regarding Land Use, Architectural Requirements, and Development of Individually Owned Property- (ACC Rules).** The Trustees shall ~~have the power and authority to recommend to the~~ members ~~Lot Owners~~ for adoption reasonable Rules and Regulations regarding the development, construction, alteration and use of all individually owned real property within the Subdivision and future acquisitions, including, but not limited to, ACC Rules and Regulations regarding the exterior design, materials, ~~color and finish for all improvements.~~

The minimum ~~standards for these~~ ACC Rules shall ~~be the Pierce County Uniform Building Code (UBC) except where amended by these Covenants. These~~ ACC Rules shall not be inconsistent with these Covenants. Any ACC Rules and Regulations recommended by the Trustees shall be subject to adoption by a vote of sixty (60) percent majority quorum of the Lots eligible votes present in person or represented by written proxy and entitled to vote at any annual or special meeting of the membership called for that purpose and at which a quorum is present ~~Membership, or by their written consent.~~ After the recording of these Covenants, no dwelling shall be constructed or placed on any residential Lot unless it shall comply with these Covenants and the minimum architectural requirements recommended by the Trustees and ACC Rules adopted by the membership ~~Membership~~ as provided herein.

~~SECTION 6.03-07~~ **Trustee's Authority to Enforce Rules Regarding Land Use, Architectural Requirements, and Development of Individually Owned Property, and Variances.** ~~The~~ The Trustees may establish an Architectural Control Committee (ACC) to oversee the implementation of these

SECTION 6.06 Trustee's Authority to Recommend for Adoption Rules Regarding Land Use, Architectural Requirements, and Development of Individually Owned Property (ACC Rules). The Trustees shall have the power and authority to recommend to the Lot Owners for adoption reasonable Rules and Regulations regarding the development, construction, alteration and use of all individually owned real property within the Subdivision and future acquisitions, including, but not limited to, ACC Rules and Regulations regarding the exterior design, materials, color and finish for all improvements.

The minimum standards for these ACC Rules shall be the Pierce County Uniform Building Code (UBC) except where amended by these Covenants. These ACC Rules shall not be inconsistent with these Covenants. Any ACC Rules and Regulations recommended by the Trustees shall be subject to adoption by a majority quorum of the eligible votes present in person or by proxy at any annual or special meeting of the Membership, or by their written consent. After the recording of these Covenants, no dwelling shall be constructed or placed on any residential Lot unless it shall comply with these Covenants and the minimum ACC Rules adopted by the Membership as provided herein.

SECTION 6.07 Trustee's Authority to Enforce Rules Regarding Land Use, Architectural Requirements, and Development of Individually Owned Property, and Variances. The Trustees may establish an Architectural Control Committee (ACC) to oversee the implementation of these Covenants, Rules and Regulations regarding land use, architectural requirements, and development of individually owned

the ACC, which are not inconsistent with these Covenants. The ACC may recommend and the Trustees shall have the authority to grant a variance to the Rules and Covenants in specific situations upon a showing by the Owner of special need or circumstances, which shall not have been the result of any omission or commission by the Owner.

SECTION 6.04. Trustees Authority to Set and Collect Fines, Penalties and Assessments. The Riviera Trustees shall have the power and authority to adopt and amend a schedule of fixed fines, penalties and assessments (collectively "penalty") which may be imposed for violations of these Covenants or any Rules adopted pursuant to these Covenants. The amount of any penalty, which shall remain unpaid by a member for the period of thirty (30) days after Notice and Opportunity for a Hearing, plus interest at 12% on such penalty, together with reasonable attorneys' fees and all costs of collection, shall be and become a lien against the Member's Lot (s) and may be foreclosed and/or satisfied in the manner set forth in paragraph 5.04. The powers set forth herein are in addition to, and are not a limitation of, the power of Riviera to enforce these covenants through any lawful means, including seeking injunctive relief.

Covenants, Rules and Regulations regarding land use, architectural requirements, and development of individually owned property. The ACC may recommend and the Trustees shall have the authority to implement and enforce these Covenants and the Rules and Regulations as adopted. The Trustees may adopt Rules and Regulations for the operation of the ACC, which are ~~not inconsistent~~consistent with these Covenants. The ACC may recommend and the Trustees shall have the authority to grant a variance to the Rules and Regulations and Covenants in specific situations upon a showing by the Owner of special need or circumstances, which shall not have been the result of any omission or commission by the ~~Owner.~~Owner. Any such variance must be considered by the full Board, and must be in writing, and reflected in Board meeting minutes.

SECTION 6.04-08 Trustees Authority to Set and Collect Fees, Fines, Penalties, Charges and Assessments. ~~The Riviera~~ Trustees shall have the power and authority to adopt and amend a schedule of ~~fixed fees,~~ fines, ~~penalties~~charges and ~~assessments (collectively "penalty")~~Assessments which may be imposed for violations of these Covenants or any Rules and Regulations adopted pursuant to these Covenants. Fines for continuing violations may be assessed with reasonable frequency not to exceed once per day. The amount of any ~~penalty~~finest or other charges, which shall remain unpaid by a ~~member~~Lot Owner for the period of ~~thirty (30)~~sixty (60) days after ~~Notice and Opportunity for a Hearing, plus interest at 12% on such penalty, together with reasonable attorneys' fees and all costs of collection, it is due~~ shall be and become a lien against the ~~Member's~~Owner's Lot-(s) and may be ~~foreclosed and/or satisfied~~collected in the manner set forth in ~~paragraph Article~~ 5.04. The powers set forth herein are in addition to, and are not a limitation of, the power of ~~Riviera~~the Association to enforce

property. The ACC may recommend and the Trustees shall have the authority to implement and enforce these Covenants and the Rules and Regulations as adopted. The Trustees may adopt Rules and Regulations for the operation of the ACC, which are consistent with these Covenants. The ACC may recommend and the Trustees shall have the authority to grant a variance to the Rules and Regulations and Covenants in specific situations upon a showing by the Owner of special need or circumstances, which shall not have been the result of any omission or commission by the Owner. Any such variance must be considered by the full Board, and must be in writing, and reflected in Board meeting minutes.

SECTION 6.08 Trustees Authority to Set and Collect Fees, Fines, Charges and Assessments. The Trustees shall have the power and authority to adopt and amend a schedule of fees, fines, charges and Assessments which may be imposed for violations of these Covenants or any Rules and Regulations adopted pursuant to these Covenants. Fines for continuing violations may be assessed with reasonable frequency not to exceed once per day. The amount of any fines or other charges, which shall remain unpaid by a Lot Owner for the period of sixty (60) days after it is due shall be and become a lien against the Owner's Lot(s) and may be collected in the manner set forth in Article 5. The powers set forth herein are in addition to, and are not a limitation of, the power of the Association to enforce these Covenants through any lawful means, including seeking injunctive relief.

SECTION 6.05. Compliance with Architectural Requirements and Rules. Each Owner shall comply with the Covenants, the Architectural Requirements adopted by the membership, and any Rules adopted by the Riviera Trustees. All Rules, and all additions, deletions and all changes to all Rules, shall be published by the Trustees in the community newsletter. No clearing, excavating or filling of any Lot shall be commenced, and no dwelling, garage, fence, wall, shed, solar collection device, out building or other structure shall be constructed, erected, or located on any Lot, nor shall any exterior addition or alteration be made to any structure on any Lot, nor shall any road or driveway be made or altered, until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved by the Trustees or their designees.

1. Any Owner wishing to take any of the actions described above shall submit to the Trustees two (2) sets of plans and specifications with a scale of 1" = 10' for plot plans and 1/4" = 1' for buildings showing the following:

- (a) The size and dimensions of the improvement or alteration;
- (b) The exterior design, color scheme, exact location on the Lot;
- (c) The location of driveways and parking areas;
- (d) The plan for drainage and grading; and

these ~~covenants~~Covenants through any lawful means, including seeking injunctive relief.

SECTION 6.05-09 Compliance with Architectural Requirements and Rules. Each Owner shall comply with the Covenants, the ~~Architectural Requirements~~ACC Rules adopted by the ~~membership~~Membership, and any Rules ~~and Regulations~~ adopted by the ~~Riviera~~ Trustees. All ACC Rules and Regulations, and all additions, deletions and all changes to all ACC Rules and Regulations, shall be published by the Trustees in the community newsletter, ~~or otherwise distributed to the Lot Owners.~~ No clearing, excavating or filling of any Lot shall be commenced, ~~and prior to ACC approval,~~ no dwelling, garage, fence, screening, wall, shed, deck, porch, dock, solar collection device, out building or other structure shall be constructed, erected, or located on any Lot, nor shall any exterior addition or alteration be made (other than replacement within same footprint or maintenance) to any structure ~~on~~ any Lot, nor shall any road or driveway be made or altered, until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved by the Trustees or their designees.

(A) Submission of Plans and Application.

Any Owner wishing to take any of the actions described ~~above~~in this section shall submit to the Trustees two (2) sets of plans and specifications with a scale of ~~1" = 10'~~ 1" = 10' for plot plans and ~~1/4" = 1'~~ 1/4" = 1' for buildings showing the following:

- ~~(a)~~1 _____ The size and dimensions of the improvement or alteration;
- ~~(b)~~2 _____ The exterior design, color scheme, exact location on the Lot; (See recommendations for colors in the book in Manager's office);

SECTION 6.09 Compliance with Architectural Requirements and Rules. Each Owner shall comply with the Covenants, the ACC Rules adopted by the Membership, and any Rules and Regulations adopted by the Trustees. All ACC Rules and Regulations, and all additions, deletions and all changes to all ACC Rules and Regulations, shall be published by the Trustees in the community newsletter, or otherwise distributed to the Lot Owners. No clearing, excavating or filling of any Lot shall be commenced prior to ACC approval, no dwelling, garage, fence, screening, wall, shed, deck, porch, dock, solar collection device, out building or other structure shall be constructed, erected, or located on any Lot, nor shall any exterior addition or alteration be made (other than replacement within same footprint or maintenance to any structure on any Lot, nor shall any road or driveway be made or altered, until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved by the Trustees or their designees.

(A) Submission of Plans and Application. Any Owner wishing to take any of the actions described in this section shall submit to the Trustees two (2) sets of plans and specifications with a scale of 1" = 10' for plot plans and 1/4" = 1' for buildings showing the following:

- (1) The size and dimensions of the improvement or alteration;
- (2) The exterior design, color scheme, exact location on the Lot (See recommendations for colors in the book in Manager's office);
- (3) The location of driveways and parking areas;
- (4) The plan for drainage and grading; and

(e) The proposed landscaping and outdoor lighting. No dwelling shall be constructed on any residential Lot unless it shall comply with the minimum architectural requirements recommended by the Trustees and adopted by the membership as provided in Section 6.02 of the Covenants and with the following:

The dwelling must be permanently anchored to a county approved concrete or masonry foundation.

(b) The front entrance of the dwelling must face the street except on Lake Front lots and cul-de-sacs

(c) The roof of the dwelling must have at minimum a 4/12 pitch (rise over run).

(d) The roof and exterior siding shall be of materials allowed by the Pierce County building code; provided, however, corrugated roofing and siding is not allowed. All materials shall be new.

(e) The eaves on all sides of the dwelling must have a depth of not less than 12 inches.

The master electrical circuit box must be mounted directly on the dwelling and not on a pole. The dwelling unit must be declared to be part of the real property and taxed accordingly.

Every dwelling shall have a minimum of 1,000 square feet of enclosed year round living area of which at least 800 square feet shall be on the main floor.

(f) All exterior construction and landscaping completed within one year following the issuance of the building permit.

(g) All fences on all lots shall comply with current Pierce County requirements. No dwelling shall have more than two floors of living space above grade.

(l) No home shall exceed 26 feet in height as measured from the highest point of the roof down to the top of the foundation (mud sill).

(m) No foundation shall be higher than that required for architectural or engineering purposes.

~~(e) 3~~ The location of driveways and parking areas;

~~(e) 4~~ The plan for drainage and grading; and

~~(e) 5~~ The proposed landscaping and outdoor lighting.

(B) Minimum Requirements for Dwellings.

No dwelling shall be constructed or placed on any residential Lot unless it shall comply with the minimum ~~architectural requirements~~Architectural Requirements recommended by the Trustees and adopted by the ~~membership~~Membership as provided in Section 6.~~0206~~06 of the Covenants and with the following:

(1) The dwelling must be permanently anchored to a county approved concrete or masonry ~~foundation.~~

~~(b) 2~~ The front entrance of the dwelling must face the street except on Lake Front lots and cul-de-sacs ~~with~~ Finger Parks. The entry must have a roof or overhang of at least 4 ~~feet~~ in width and 2 feet in depth.

~~(e) 3~~ The roof of the dwelling must have at minimum a 4/12 pitch (rise over run).

~~(e) 4~~ The roof and exterior siding of the dwelling shall be of materials allowed by the Pierce County building code; ~~provided, however, corrugated roofing and siding is not allowed. All materials shall be new.~~

~~(e) 5~~ The eaves on all sides of the dwelling must have a depth of not less than 12 inches.

(6) The master electrical circuit box must be mounted directly on the dwelling and not on a pole.

(5) The proposed landscaping and outdoor lighting.

(B) Minimum Requirements for Dwellings. No dwelling shall be constructed or placed on any residential Lot unless it shall comply with the minimum Architectural Requirements recommended by the Trustees and adopted by the Membership as provided in Section 6.06 of the Covenants and with the following:

(1) The dwelling must be permanently anchored to a county approved concrete or masonry foundation

(2) The front entrance of the dwelling must face the street except on Lake Front lots and cul-de-sacs with Finger Parks. The entry must have a roof or overhang of at least 4 feet in width and 2 feet in depth.

(3) The roof of the dwelling must have at minimum a 4/12 pitch (rise over run).

(4) The roof and exterior siding of the dwelling shall be of materials allowed by the Pierce County building code.

(5) The eaves on all sides of the dwelling must have a depth of not less than 12 inches.

(6) The master electrical circuit box must be mounted directly on the dwelling and not on a pole.

(7) The dwellings must be declared to be part of the real property and taxed accordingly.

(8) Every dwelling shall have a minimum of 1,000 square feet of enclosed year-round living area.

(9) All exterior construction and landscaping must be completed within one year following approval by the Association and the issuance of the building permit. Lot Owners may apply for extensions for good cause shown.

(10) No dwelling shall have more than two floors of living space above grade.

(11) No home shall exceed 26 feet in height as measured from the highest point of the roof down to the top of the foundation (mud sill).

(12) No foundation shall be higher than that

- ~~(7)~~ The ~~dwelling unit~~dwellings must be declared to be part of the real property and taxed accordingly.
- ~~(8)~~ Every dwelling shall have a minimum of 1,000 square feet of enclosed year-round living area ~~of which at least 800 square feet shall be on the main floor.~~
- ~~(f)~~9 All exterior construction and landscaping must be completed within one year following approval by the Association and the issuance of the building permit. Lot Owners may apply for extensions for good cause shown.
- ~~(g)~~ All fences on all lots shall comply with current Pierce County requirements.~~(10)~~ No dwelling shall have more than two floors of living space above grade.
- ~~(h)~~11 No home shall exceed 26 feet in height as measured from the highest point of the roof down to the top of the foundation (mud sill).
- ~~(m)~~12 No foundation shall be higher than that required for architectural or engineering purposes.

(C) Minimum Requirements for Outbuildings. This is a new section to the Declaration.

required for architectural or engineering purposes.

(C) Minimum Requirements for Outbuildings. No outbuilding(s) shall be constructed or placed on any residential Lot unless it shall comply with the minimum Architectural Requirements recommended by the Trustees and adopted by the Membership as provided in Section 6.06 of the Covenants and with the following:

- (1) No more than two (2) buildings per lot
- (2) Two buildings not to exceed a total of 300 sq ft, one may be 200 sq ft
- (3) Color of outbuildings should match or complement the main dwelling
- (4) Roof must match main dwelling
- (5) Height of outbuilding not to exceed 13 ft.
- (6) Outbuildings must be in the backyard or

<p>SECTION 6.06. Approval, Adoption, Amendment, Changes or Rescinding of Rules. All Rules adopted under this section shall be subject to modification or change by a vote of sixty (60) percent of the Lots</p>	<p>This is a new section. Prior Declaration requires fences comply with county code.</p> <p>This is a new section.</p> <p>SECTION 6.06-10 Approval, Adoption, Amendment, Changes or Rescinding of Architectural Requirements and Rules. All Rules <u>and Regulations</u> adopted under this section shall be subject to modification or change by a vote of sixty (60) percent a majority of -the</p>	<p>sideyard/front yard when on lakefront lot and meet set back requirements from back and sides as County permits</p> <p>(D) Minimum Requirements for Fences, Screening, Walls, Decks and Porches. No fences, screening, walls, decks and porches shall be constructed or placed on any residential Lot unless it shall comply with the minimum ACC Rules recommended by the Trustees and adopted by the Membership as provided in Section 6.06 of the Covenants and with the following:</p> <ol style="list-style-type: none"> (1) All fences, screening, walls (rockeries or retaining), decks and porches must follow Pierce County Code. (2) Fences, screening or walls from lot line to setback must be approved by the Architectural Committee or Trustees (3) Fences, screening and walls must be complementary to the neighborhood and not exceed 6 feet tall (4) Building or rebuilding attached or detached decks or porches must be approved by the Architectural Committee or Trustees <p>(E) Minimum Requirements for Landscaping, Docks and Piers. Landscaping, docks and piers must comply with the minimum Architectural Requirements recommended by the Trustees and adopted by the Membership as provided in Section 6.06 of the Covenants and with the following:</p> <ol style="list-style-type: none"> (1) Front yard must be grass, bark or ground cover (2) Driveway must be concrete, asphalt or crushed gravel (3) Bushes and shrubs should be conducive to natural vegetation or suitable for the Northwest (4) Docks and Piers must follow Pierce County Code and be approved by the Architectural Committee or Trustees. <p>SECTION 6.10 Approval, Adoption, Amendment, Changes or Rescinding of Architectural Requirements and Rules. All Rules and Regulations adopted under this section shall be subject to</p>
---	---	--

<p>present or represented by written proxy and entitled to vote at any annual or special meeting of the membership called for that purpose and at which a quorum is established.</p>	<p>Lotseligible votes present or represented by written proxy and entitled to vote at any annual or special meeting of the membershipMembership called for that purpose <u>(or by the written consent of a majority of eligible votes)</u> and at which a quorum is established.</p>	<p>modification or change by a vote of a majority of the eligible votes present or represented by written proxy at any annual or special meeting of the Membership called for that purpose (or by the written consent of a majority of eligible votes) and at which a quorum is established.</p>
--	---	--

Article VII

<p>ARTICLE VII -PROHIBITED USES AND RESTRICTIONS</p> <p>SECTION 7.01. Business and Use Restrictions. Minor home occupations in compliance with Pierce County "Home Occupation and Cottage Industry" use is permitted. No industry requiring a "special use" permit shall be allowed. All home occupations shall comply with the following:</p> <ol style="list-style-type: none"> 1. Scale: A minor home occupation may be conducted within a dwelling and shall be clearly incidental to the use of the structure as a dwelling. 2. Character: There shall be no change in the outside appearance of the dwelling or premises or any visible evidence of the conduct of a minor home occupation. 3. Participants: No persons other than residents of the dwelling shall be employed in the conduct of a minor home occupation. 4. Display of Products: There shall be no display of products visible in any manner from the outside of the dwelling. 5. Signs: No advertising or display signs shall be permitted. 6. Parking: The use shall not require additional off-street parking space for clients or customers of the minor home occupation 7. Traffic: The use shall not generate an excessive number of client or customer vehicle trips to and from the 	<p>SECTION 7.01- Business and Use Restrictions. <u>Dwellings in the community are intended for single family residential use, whether by Owners, Tenants or Guests. There are no restrictions on the duration of a rental agreement for a dwelling.</u></p> <p>Minor home occupations in compliance with Pierce County "Home Occupation and Cottage Industry" use is permitted. No industry requiring a "special use" permit shall be allowed. All home occupations shall comply with the following:</p> <p><u>(A) Scale:</u> A minor home occupation may be conducted within a dwelling and shall be clearly incidental to the use of the structure as a dwelling.</p> <p><u>(B) Character:</u> There shall be no change in the outside appearance of the dwelling or premises or any visible evidence of the conduct of a minor home occupation.</p> <p><u>(C) Participants:</u> No persons other than residents of the dwelling shall be employed in the conduct of a minor home occupation.</p> <p><u>(D) Display of Products:</u> There shall be no display of products visible in any manner from the outside of the dwelling.</p> <p><u>(E) Signs:</u> No advertising or display signs shall be permitted.</p> <p><u>(F) Parking:</u> The use shall not require additional</p>	<p>ARTICLE VII -USE RESTRICTIONS</p> <p>SECTION 7.01 Business and Use Restrictions. Dwellings in the community are intended for single family residential use, whether by Owners, Tenants or Guests. There are no restrictions on the duration of a rental agreement for a dwelling.</p> <p>Minor home occupations in compliance with Pierce County "Home Occupation and Cottage Industry" use is permitted. No industry requiring a "special use" permit shall be allowed. All home occupations shall comply with the following:</p> <p>(A) Scale: A minor home occupation may be conducted within a dwelling and shall be clearly incidental to the use of the structure as a dwelling.</p> <p>(B) Character: There shall be no change in the outside appearance of the dwelling or premises or any visible evidence of the conduct of a minor home occupation.</p> <p>(C) Participants: No persons other than residents of the dwelling shall be employed in the conduct of a minor home occupation.</p> <p>(D) Display of Products: There shall be no display of products visible in any manner from the outside of the dwelling.</p> <p>(E) Signs: No advertising or display signs shall be permitted.</p> <p>(F) Parking: The use shall not require additional off-street parking space for clients or customers of the minor home occupation</p> <p>(G) Traffic: The use shall not generate an excessive number of client or customer vehicle trips to and from</p>
--	--	---

property in one day.

8. Noise, equipment, and Processing Restrictions: No equipment or process shall be used in a home occupation, which creates noise, vibration, glare, fumes, or odor detectable to normal senses off the property. No equipment or process shall be used which creates visual or audible electrical interference in any radio or television receiver off the premises or causes fluctuations in line voltage off the premises.

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.

off-street parking space for clients or customers of the minor home occupation

(G) Traffic: The use shall not generate an excessive number of client or customer vehicle trips to and from the property in one day. More than five such trips per week shall be considered excessive.

(H) Noise, equipment, and Processing Restrictions: No equipment or process shall be used in a home occupation, which creates noise, vibration, glare, fumes, or odor detectable to normal senses off the property. No equipment or process shall be used which creates visual or audible electrical interference in any radio or television receiver off the premises or causes fluctuations in line voltage off the premises.

(I) 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. Portable garages and other temporary structures must follow Pierce County regulations regarding setbacks and must have landscaping around the structure to hide from road and neighbor view. Lots with shorelines must work with Pierce Count (PALS) and have a submittal standard number available for Association review. 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. The Association shall have the right to enter any Lot for inspection and/or to perform work not done by an Owner, following Notice and an Opportunity to be Heard. Any expenses incurred by the Association in

the property. More than five such trips per week shall be considered excessive.

(H) Noise, equipment, and Processing Restrictions: No equipment or process shall be used in a home occupation, which creates noise, vibration, glare, fumes, or odor detectable to normal senses off the property. No equipment or process shall be used which creates visual or audible electrical interference in any radio or television receiver off the premises or causes fluctuations in line voltage off the premises.

(I) 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. Portable garages and other temporary structures must follow Pierce County regulations regarding setbacks and must have landscaping around the structure to hide from road and neighbor view. Lots with shorelines must work with Pierce Count (PALS) and have a submittal standard number available for Association review. 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. The Association shall have the right to enter any Lot for inspection and/or to perform work not done by an Owner, following Notice and an Opportunity to be Heard. Any expenses incurred by the Association in conjunction with entry or repair shall be assessed to the Owner and Lot.

<p>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.</p> <p>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</p>	<p><u>conjunction with entry or repair shall be assessed to the Owner and Lot.</u></p> <p>No changes to language</p> <p>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 <u>for a Hearing to be Heard</u> 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<u>days</u>' notice and invitation to the owner<u>Owner</u> 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%, Association,</p>	<p>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.</p> <p>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 may give the Lot Owner a Notice and Opportunity to be Heard setting forth the specific complaint in detail. If after a hearing the Board 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 Association, together with reasonable attorney fees. Such amounts shall be an Assessment against the Owner and the Lot, collectible as any other Assessment. The Association may alternatively or in conjunction with such actions, assess fines and pursue any other remedy available under the Governing Documents.</p>
--	---	--

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.

together with reasonable attorney fees. Such amounts shall ~~become a lien on be an Assessment against the Lot(s) Owner and the Lot, collectible as any other Assessment. The Association may be foreclosed and/alternatively or satisfied as set forth in paragraph 5.04-conjunction with such actions, assess fines and pursue any other remedy available under the Governing Documents.~~

SECTION 7.05-_____ Pets. No animals or fowl shall be raised, kept or permitted on any Lot, except only domestic dogs, cats, caged ~~birds~~animals less than 2 pounds 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 and Regulations.

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~~A determination by the Trustees, following Notice and Opportunity to be Heard, 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, family camping shelter,~~ 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.~~Motor homes and trailers may be

SECTION 7.05 Pets. No animals or fowl shall be raised, kept or permitted on any Lot, except only domestic dogs, cats, caged animals less than 2 pounds 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 Rules and Regulations.

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 the Trustees, following Notice and Opportunity to be Heard, 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 vehicle, tent, family camping shelter, 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. Motor homes and trailers may be used as a temporary residence only with the written consent of the Board. Any other exceptions to

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).

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 inoperability.

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 inoperability.

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

used as a temporary residence only with the written consent of the Board. Any other exceptions to this Article may be permitted only as provided by the written consent of the Board.

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~~Lot, providing that such parking shall not restrict any adjacent property ~~owner~~Owner from ingress or egress to, ~~or~~or from the quiet and peaceful use and enjoyment, of his/~~her~~ abutting Lot (s). Commercial vehicles are prohibited.

~~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 inoperability.~~

~~No Owner of any residential Lot shall permit any vehicle or trailer,~~(A) No Owner of any Lot shall permit any vehicle, boat, RV, trailer, motorcycle, etc. 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 inoperability.

(B) 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. Absent some specific procedures, the regular violation Notice and enforcement procedures shall be followed as provided in Article IX.

(C) 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

this Article may be permitted only as provided by the written consent of the Board.

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/her abutting Lot (s). Commercial vehicles are prohibited.

(A) No Owner of any Lot shall permit any vehicle, boat, RV, trailer, motorcycle, etc. 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 inoperability.

(B) 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. Absent some specific procedures, the regular violation Notice and enforcement procedures shall be followed as provided in Article IX.

(C) 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 to be Heard, 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 shall be assessed to the Owner.

(D) 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.

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.

~~for a Hearing to be Heard~~, 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 shall be assessed to the Owner.~~

(D) 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 Board~~, 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. ~~or a vacant lot for sale. For sale signs on vacant lots are not allowed more than five months during a calendar year.~~ Nothing herein shall be deemed to prohibit reasonable and tasteful house numbers for addresses, or occupant's names on mailboxes.

Political signs may be displayed prior to elections in accordance with rules established by the State of Washington. Except as stated above, no business signs, advertising signs, or signs in any way relating to occupation, ~~or profession, political offices or the sale of unimproved property shall be~~ are 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 to be Heard.~~

Section 7.10 has no changes

SECTION 7.11— _____ Fuel Tanks. ~~No~~ All fuel ~~tank~~ tanks, for residential use, shall be located above ground ~~on any Lot, except~~ in accordance with Pierce County Regulations, and ~~unless~~

SECTION 7.09 Signs. Unless otherwise approved by the Board, 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 or a vacant lot for sale. For sale signs on vacant lots are not allowed more than five months during a calendar year. Nothing herein shall be deemed to prohibit reasonable and tasteful house numbers for addresses, or occupant's names on mailboxes. Political signs may be displayed prior to elections in accordance with rules established by the State of Washington. Except as stated above, no business signs, advertising signs, or signs in any way relating to occupation or profession are allowed. Signs posted in violation of this provision may be removed upon order of the Board following Notice and Opportunity to be Heard.

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. All fuel tanks, for residential use, shall be located above ground in accordance with Pierce County Regulations, and screened from view from street.

<p>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.</p> <p>SECTION 7.13. Firearms. The discharge of firearms within The Subdivision is absolutely prohibited.</p> <p>SECTION 7.14. Water Systems. Private wells and water supply systems are prohibited.</p> <p>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.</p>	<p>screened from view <u>from street</u>.</p> <p>SECTION 7.12-- <u>Division and Combination of Lots</u>. 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. <u>The Combination of two or more Lots, for any purpose, shall not reduce the number of Assessments paid to the Association. Assessments are based on the number of Lots as shown on the original Plat Maps, regardless of how they may be adjusted or combined to allow for construction or for tax purposes.</u></p> <p>SECTION 7.13-- <u>Firearms</u>. The discharge of firearms within The Subdivision is absolutely prohibited- <u>per Pierce county code</u>.</p> <p>SECTION 7.14- Private Water Systems. Private wells and water supply systems are prohibited.</p> <p>SECTION 7.15 Tree Removal. Shall be in accordance with Pierce County Regulations. 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.</p> <p>New section.</p>	<p>SECTION 7.12 Division and Combination 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. The Combination of two or more Lots, for any purpose, shall not reduce the number of Assessments paid to the Association. Assessments are based on the number of Lots as shown on the original Plat Maps, regardless of how they may be adjusted or combined to allow for construction or for tax purposes.</p> <p>SECTION 7.13 Firearms. The discharge of firearms within the Subdivision is absolutely prohibited per Pierce county code.</p> <p>SECTION 7.14 Private Water Systems. Private wells and water supply systems are prohibited.</p> <p>SECTION 7.15 Tree Removal. Shall be in accordance with Pierce County Regulations.</p> <p>SECTION 7.16 Occupancy Restrictions. Lots are restricted to a single residential structure, occupied by a single family. Registered sex offenders are prohibited from residing within the subdivision, and are prohibited from using the campgrounds and parks. The Association shall have the right, after Notice and an Opportunity to be Heard to the Owner, to evict any Tenant, Owner, or Guest from residing within the subdivision, or from use of any of the Common Areas or Amenities.</p>
--	---	---

Article VIII

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 to the residence of such person if no address has

SECTION 8.01— ~~_____~~ **Severability.** If any court shall declare any individual provision of these ~~Rules~~Covenants to be unenforceable, the remaining ~~Rules~~Covenants shall not be affected by that decision and shall remain in full force and effect. The waiver of any breach of any ~~covenant~~Covenants 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~~the Association because of its failure to exercise any right or enforce any ~~covenant~~Covenant hereunder. No right of action shall accrue against ~~Riviera~~the Association for ~~imposing~~ ~~any~~ provision, ~~rule~~, condition, restriction ~~or~~ ~~covenant~~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 to the residence of such person if no~~

ARTICLE VIII - MISCELLANEOUS

SECTION 8.01 Severability. If any court shall declare any individual provision of these Covenants to be unenforceable, the remaining Covenants shall not be affected by that decision and shall remain in full force and effect. The waiver of any breach of any Covenants 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 the Association because of its failure to exercise any right or enforce any Covenant hereunder. No right of action shall accrue against the Association 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 by:

(A) Hand-delivery to the mailing address of the Owner or other address designated in writing by the Owner;

(B) Prepaid first-class United States mail to the mailing address of the Owner or to any other mailing address designated in writing by the Owner. If no address has been designated, then to the address of

been given to Riviera. Such address may be changed from time to time by notice in writing to Riviera. Any notice given in this manner shall be deemed sufficient.

~~address has been given to Riviera. Such address may be changed from time to time by notice in writing to Riviera. Any notice given in this manner shall be deemed sufficient by:~~

~~(A) Hand-delivery to the mailing address of the Owner or other address designated in writing by the Owner;~~

~~(B) Prepaid first-class United States mail to the mailing address of the Owner or to any other mailing address designated in writing by the Owner. If no address has been designated, then to the address of the Owner as kept by the Pierce County Auditor; or~~

~~(C) Electronic transmission to an address, location, or system designated in writing by the Owner. Notice to Owners by an electronic transmission complies with this section only with respect to those Owners who have delivered to the secretary or the General Manager a written record consenting to receive electronically transmitted notices. An Owner who has consented to receipt of electronically transmitted notices may revoke the consent at any time by delivering a written record of the revocation to the secretary or Manager. Consent is deemed revoked if the secretary or Manager is unable to electronically transmit two consecutive notices given in accordance with the consent.~~

~~(D) If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after it has been deposited in the United State mail. If delivery is by electronic means, it shall be deemed to have been delivered twenty-four (24) hours after it is sent. Mailing and electronic delivery addresses may be changed from time to time by notice in writing to the Association. Any notice given in this manner shall be deemed sufficient.~~

SECTION 8.04. Interpretation. The provisions of this declaration shall be liberally construed to ensure uniform development of the subdivision as set

SECTION 8.04. Interpretation. The provisions of this ~~declaration~~ Declaration shall be

the Owner as kept by the Pierce County Auditor; or

(C) Electronic transmission to an address, location, or system designated in writing by the Owner. Notice to Owners by an electronic transmission complies with this section only with respect to those Owners who have delivered to the secretary or the General Manager a written record consenting to receive electronically transmitted notices. An Owner who has consented to receipt of electronically transmitted notices may revoke the consent at any time by delivering a written record of the revocation to the secretary or Manager. Consent is deemed revoked if the secretary or Manager is unable to electronically transmit two consecutive notices given in accordance with the consent.

(D) If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after it has been deposited in the United State mail. If delivery is by electronic means, it shall be deemed to have been delivered twenty-four (24) hours after it is sent. Mailing and electronic delivery addresses may be changed from time to time by notice in writing to the Association. Any notice given in this manner shall be deemed sufficient.

SECTION 8.04 Interpretation. The provisions of this Declaration shall be liberally construed to ensure

<p>forth in the preamble. These Rules shall be governed by the laws of the State of Washington.</p> <p>SECTION 8.05. Captions. All captions and titles used in these Declarations are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.</p>	<p>liberally construed to ensure uniform development of the subdivisionSubdivision as set forth in the preamble. These RulesCovenants shall be governed by the laws of the State of Washington.</p> <p>SECTION 8.05 no changes.</p>	<p>uniform development of the Subdivision as set forth in the preamble. These Covenants shall be governed by the laws of the State of Washington.</p> <p>SECTION 8.05 Captions. All captions and titles used in these Declarations are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.</p>
---	--	--

Article IX

<p><u>ARTICLE IX – VIOLATIONS, ENFORCEMENT & NON-WAIVER.</u></p> <p>SECTION 9.01. Right of Enforcement. Except as otherwise provided herein, Riviera and any Member/Owner of any Lot within the Subdivision shall have the right to enforce any or all of the provisions of the Covenants upon any property within the Subdivision and the Owners thereof.</p> <p>SECTION 9.02. Violations Declared a Nuisance. Every act or omission whereby any provision of the Covenants and/or Rules are violated in whole or in part is hereby declared to be a nuisance and, in addition to any other penalties or fines, may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Riviera or any Member or Owners of Lots within the Subdivision.</p>	<p>SECTION 9.01. <u>Right of Enforcement.</u> Except as otherwise provided herein, Rivierathe Association and any Member/Lot Owner of any Lot within the Subdivision shall have the right to enforce any or all of the provisions of the CovenantsDeclaration upon any property within the Subdivision and the Owners thereof. <u>The prevailing party in any action to enforce the governing documents shall be entitled to reasonable attorney fees and costs.</u></p> <p>SECTION 9.02. <u>Violations Declared a Nuisance.</u> Every act or omission <u>omission</u> whereby any provision of the Covenants and/or Rules are violated in whole or in part is hereby declared to be a nuisance and, in addition to any other penalties or fines, may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by Rivierathe Association or any Member or Owners of LotsLot Owner(s) within the Subdivision.</p> <p>This replaces enforcement from Bylaws.</p>	<p>ARTICLE IX - VIOLATIONS, ENFORCEMENT & NON-WAIVER.</p> <p>SECTION 9.01 Right of Enforcement. Except as otherwise provided herein, the Association and any Lot Owner within the Subdivision shall have the right to enforce any or all of the provisions of the Declaration upon any property within the Subdivision and the Owners thereof. The prevailing party in any action to enforce the governing documents shall be entitled to reasonable attorney fees and costs.</p> <p>SECTION 9.02 Violations Declared a Nuisance. Every act or omission whereby any provision of the Covenants and/or Rules are violated in whole or in part is hereby declared to be a nuisance and, in addition to any other penalties or fines, may be enjoined or abated, whether or not the relief sought is for negative or affirmative action by the Association or any Lot Owner(s) within the Subdivision.</p> <p>SECTION 9.03 Enforcement. The Board may enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the Articles, the Bylaws and any Rules and Regulations promulgated by the</p>
--	--	---

	<p>Clarifies that owners are responsible for their tenants and guests. Sets out a cure opportunity for owners to deal with violations.</p> <p>This is to comply with due process requirements required by RCW 64.38.</p>	<p>Board.</p> <p>SECTION 9.04 Violations. Lot Owners are responsible for violations committed by their tenants, occupants, guests, invitees, agents, and pets. The Board, or its designated agents, shall give written notice of a violation of the restrictions of the Governing Documents to the Lot Owner and tenants, if any, who shall have thirty (30) days from the date of receipt of said written notice to take whatever actions are necessary to remedy said violation. If the Lot Owner, tenants, or any occupant fails to comply within said thirty (30) day period, the Board, or its designated agent, may fine the Lot Owner, after Notice and Opportunity to be Heard, according to a fine schedule adopted by the Board and distributed to the Owners. The Board may also determine that an Owner is not a Member in Good Standing and may suspend the Owner's rights to use of the Common Areas and Amenities so long as the violation remains uncorrected. The Lot Owner shall be responsible for paying all costs associated with enforcing the Governing Documents against their Lot (including attorney fees) and the Association may collect such amounts as any other Assessment. Said Lot Owners hereby grant to the Association an express easement for the purposed of enforcing these restrictions.</p> <p>SECTION 9.05 Opportunity to be Heard. An Opportunity to be Head shall mean an opportunity for an Owner whose interest would be significantly affected by a proposed action to request a hearing before the Board or designated Hearing Panel. At a hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure adopted by the Board. Such evidence shall be considered in making the decision but shall not bind the Board. If an Owner fails to request a hearing, or fails to attend a hearing, the Board may make its decision based on the information it has. The affected person shall be notified of the Board's decision in the same manner in which Notice of the Opportunity to be Heard was given.</p>
--	--	--

	<p>New provisions for dispute resolution for the community.</p> <p>Except for failure to pay assessments, all disputes must be resolved through mediation and arbitration rather than courts.</p> <p>Mediation is having a third party try and help negotiate a compromise or resolution.</p>	<p>SECTION 9.06 Dispute Resolution. A Rule Violation is not a Dispute. However, a Rule Violation can evolve into a Dispute if the final decision of the Trustees or Hearing Panel regarding a Rule Violation is disputed.</p> <p>In disputes involving two or more Owners that does not directly involve the Association, Owners are encouraged to settle differences among themselves. To that end, each Owner commits to cooperate in good faith and to deal fairly in performing their duties under this Declaration, in order to accomplish mutual objectives of all Owners and avoid Disputes.</p> <p>(A) Application. Except as provided in Article V for collection of unpaid Assessments, fees, fines and charges or in the enforcement of the Governing Documents for a violation as set forth above, any party with a dispute involving the Association, any Trustee or Association officer, any Owner, or an agent or employee of any of the above (a "Dispute") shall first seek resolution through conversation between the parties. If conversation does not resolve the issues, the complaining party in the Dispute (the "Complainant") shall submit to the party believed to be responsible a written statement of the Dispute. This written statement shall include a description of the issue, the damage that resulted, and a proposed solution that would resolve the issue. The party who receives the written complaint shall respond within fourteen (14) days to the Complainant directly, in writing, and shall either agree to the proposed resolution or propose an alternate resolution. If a resolution cannot be agreed upon, or if no response is received within fourteen (14) days of the complaint, the Dispute shall proceed to mediation, which may be supplemented by additional negotiation.</p> <p>(B) Mediation. If a Dispute arises that is unrelated to an unpaid Assessment, fee, fines or charges and that cannot be resolved without taking formal action (other than to the extent of emergency enforcement action), the parties agree to participate in mediation as a condition precedent to litigation. During this process the parties agree to pursue settlement in good faith. Any claim between or among any party subject to</p>
--	---	--

	<p>If the parties cannot agree on a mediator, this names one.</p> <p>If some violation is really hazardous or unsafe, this allows you to go to court to stop it, but it still gets resolved ultimately in arbitration.</p> <p>Standard language that failure to enforce does not make a restriction disappear.</p>	<p>these Covenant, including without limitation, the Association, any Trustee or Association officer, any Owner, or an agent or employee of any of the above arising out of or relating to the Governing Documents, any Lot, the Common Areas and Amenities or the Association, shall be subject to a mediation proceeding in Pierce County. The aggrieved party shall submit a written demand for mediation and advance costs for all parties to the mediation. The cost of mediation shall be split equally among the parties. Unless otherwise agreed upon by all parties, the parties agree that the mediator shall be selected from the Washington Arbitration and Mediation Services panelists.</p> <p>(C) Emergency Enforcement Action. The Board or the Manager may prohibit a Lot Owner, Tenant, or any guests from using any Common Areas or Amenities pending the outcome of any enforcement procedure, or pending a hearing as provided for in Section 9.05. For violations of the Governing Documents or Board Decisions that create safety hazards, affect the insurance coverage afforded to the Association, or otherwise require immediate action, a party may use the courts for injunctive relief in advance of mediation. Such actions may include, but are not limited to, the removal of Owners, tenants and other non-Owner occupants, access to Lots for inspection or to perform required maintenance, the prohibition of specific activities, and restraining orders.</p> <p>SECTION 9.07 Waiver. The failure of the Association, or its designated agent to insist in any one or more instances upon the strict performance of or compliance with this Declaration, the Bylaw, or Rules and Regulations of the Association or to exercise any right or option contained therein, or to serve notice or to institute any action or summary proceedings, shall not be construed as a waiver or relinquishment of such right for the future, such enforcement right shall continue and remain in full force and effect. No waiver of any provision of this Declaration, the Bylaws, or Rules and Regulations of the Association shall be deemed to have been made, either expressly or impliedly, unless such waiver shall be in writing and signed pursuant to a resolution of the Board. The</p>
--	--	--

	<p>This does what the statute provides for. It allows for attorney fees to be paid by the losing party in a dispute.</p>	<p>receipt by the Association of payment of any Assessment with knowledge of any breach of any covenant hereof shall not be deemed a waiver of such breach.</p> <p>SECTION 9.08 Costs and Attorney Fees. If any person or entity employs an attorney to enforce any provision of this Declaration, the Bylaws, Articles or Rules and Regulations adopted by the Association, the prevailing party in such action shall be entitled to the award of reasonable attorney's fees, and costs incurred in said action whether such fees and costs are incurred in negotiation, mediation, arbitration, litigation, appeal, bankruptcy or pre- or post-judgment collection. The Association may recover the cost of defending or indemnifying against a non-prevailing Owner who has threatened or commenced legal action in response to an action taken by an individual in his or her performance of duties for the Association.</p>
--	--	---

ARTICLE X - AMENDMENTS

SECTION 10.01. Amendment by Lot Owners. This Declaration can be amended only by a writing approved by the Owners of fifty-one percent (51%) of the Lots. Any such amendment must be recorded with the county auditor.

SECTION 10.02. Amendment by Action. Riviera and/or any Lot Owner shall have the right to seek amendment of these Covenants by way of civil suit wherein the basis for the amendment is for either: (a) satisfaction of governmental requirements; or, (b) manifest unfairness due to substantially changed circumstances beyond the control of the Lot Owner seeking the amendment. In any such court action, the court may exercise its equitable powers to grant such relief as is deemed appropriate.

SECTION 10.01-_____Amendment by Lot Owners. ~~This~~Except as provided in Sections 10.02 and 10.03, this Declaration can be amended only by ~~a writing approved by the Owners-written consent~~ of fifty-one percent (51%) of the ~~Lots-Lot Owners eligible to vote~~. Any such amendment must be recorded with the county —auditor.

New section provides that more property (and dues paying members) can be joined to the subdivision.

SECTION 10.02-03 Amendment by Action. ~~Riviera~~The Association and/or any Lot Owner ~~shall have the right to seek amendment of these Covenants by way of civil suit wherein the basis for the amendment is for either: (a) satisfaction of governmental requirements; or, (b) manifest unfairness due to substantially changed circumstances beyond the control of the Association or the Lot Owner seeking the amendment, or (c) lack of participation by the Lot Owners to voice an opinion on a matter the Board determines requires resolution.~~ In any such court action, the court may exercise its equitable powers to grant such relief as is deemed appropriate.

ARTICLE X - AMENDMENTS

SECTION 10.01 Amendment by Lot Owners. Except as provided in Sections 10.02 and 10.03, this Declaration can be amended only by the written consent of fifty-one percent (51%) of the Lot Owners eligible to vote. Any such amendment must be recorded with the county auditor.

SECTION 10.02 Amendment to Join Property. This Declaration can be amended to join additional property to the subdivision upon written consent by a majority of a quorum of Lot Owners, with or without a meeting. Any such amendment must be signed by the Board President and Secretary, and by the Owner of each property to be joined. Any such amendment must be recorded with the county auditor.

SECTION 10.03 Amendment by Action. The Association and/or any Lot Owner shall have the right to seek amendment of these Covenants by way of civil suit wherein the basis for the amendment is for either: (a) satisfaction of governmental requirements; or, (b) unfairness due to substantially changed circumstances beyond the control of the Association or the Lot Owner seeking the amendment, or (c) lack of participation by the Lot Owners to voice an opinion on a matter the Board determines requires resolution. In any such court action, the court may exercise its equitable powers to grant such relief as is deemed appropriate.