

RIVERHILL HOMEOWNERS ASSOCIATION

REVISED

**PROTECTIVE COVENANTS AND RESTRICTIONS OF
RIVERHILL DIVISION I, II, AND ACREAGE TRACTS**

The following Protective Covenants and Restrictions shall protect, bind and restrict the following described Real Estate situated in Mason County, Washington:

The East half of the Northeast Quarter, Section 20, Township 23 North, Range 1 West, W.M., and the West, commonly know as the Plat of Riverhill.

The following covenants and restrictions amended are to be substituted for the Amended Protective Covenants of Riverhill Division I, Protective Covenants of Riverhill Division II, and Riverhill Acreage Tracts Protective Covenants and Restriction as filed with the Mason County Auditor. This shall run with above described land and shall be binding on all parties and all persons claiming under them. The Revised Covenants, with the outcome of the vote, dated and signed by a Board Officer, will be recorded at the Mason County Auditor's office.

1. All the lots in Riverhill Division I and II (Mahonia Drive and Riverhill Lane, respectively) are designated as "resident lots." A building site shall consist of at least one residential lot. All other lots are designated as "acreage tracts."
2. All property owners and purchases are part of the Riverhill Homeowners Association upon acquisition and shall be subject to its Articles of Incorporation, By-laws and Covenants.
3. The community water system, recreational area, and roads shall be constructed, improved and maintained by said Riverhill Homeowners Association, Inc.

4. No building, structure, mobile unit, or unlicensed vehicle shall be moved onto or stored on any land covered by these protective covenants and restrictions without notifying the Riverhill Homeowners Association in writing, except for travel trailers and campers. All structure shall be complete as to external appearance, including finish painting within 6 months from date of completion of construction. Buildings cannot contribute to unsightly appearance or unsanitary conditions.
5. No building or structure shall be erected other than a single family detached dwelling. That part to any dwelling house such as private garages, carports, private shop buildings, garden houses, pergolas, conservatories, or similar structures of permanent construction, may be erected within the building limits previously set forth. During the construction period a temporary workshop and material and tool storage building may be located upon said lot.
6. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently without specific written permission of the Riverhill Homeowners Association, Inc. Campers, camping trailers, and recreational vehicles may be used to house guests for a period not to exceed 90 days with out a written Home Owners Association Board approval.
7. The work of construction of all buildings and structure shall be prosecuted diligently and continuously until such building and structure are fully completed and painted. All structure should be completed as to external appearance, including exterior painting, within six (6) months from the date of completion of construction unless prevented by causes beyond the owner's control.
8. No fence, wall, hedge, or mass planting other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line. Nothing shall prevent the erection of a necessary retaining wall; the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall. No fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground or obstruct the view of abutting or neighboring property.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, or for any illegal use.
10. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any residential lot except household pets. Household pets, including caged birds, gerbils, hamsters, will be properly cared for and not allowed to become a nuisance to the neighborhood. They may not be kept, bred or maintained for any commercial purposes. Animal houses, runs, cages, kennels or shelters shall be in rear yards and be in harmony with main structure or be hidden from view on a residential lot.
- 10A Protective Covenants and Restrictions of Riverhill Division I, II, and Acreage Tracts 10 "...Household pets, including caged birds, gerbils, hamsters, will be properly cared for and not allowed to become a nuisance to the neighborhood.
"Non-compliance with these covenants and restrictions will be documented in writing, to the Homeowner. Specifications for actions penalties, fines or liens and provisions for rebuttal will be included in said documentation."
Purpose: To ensure the quality of the Homeowners Association while enforcing the above listed reference items. When homeowners are allowed to let animals run loose throughout the Homeowners Association this defeats the purpose of the Association. It is the Executive Boards decision to enforce the above references through the process of fines. Washington State Law allows all fines levied against the Homeowner(s) in accordance with the Protective Covenants and By-Laws. The intention of the Homeowners Association Board is to enforce the Protective Covenants and By-Laws as the core mission, and not just as infractions. Simply stated the Covenants and By-Laws are in place to protect all Homeowners and thus they shall be followed.

Policy:

1. When an animal is found outside and causing a "nuisance" to fellow Homeowners, it will be the responsibility of the Homeowner to ensure that the animal/homeowner is following the above listed references.

2.If another homeowner has found the animal to be a "nuisance", then it shall be the responsibility of that homeowner to notify the Homeowners Board in writing of the violation. The letter shall include:

- a. Date and approximate time of violation**
- b. Violating Homeowners name and address**
- c. Number of times seen**
- d. Letter must be dated and signed by complainant.**
- e. Phone number of complainant.**

3. After the Homeowners Board has received the complaint letter, the claim will be investigated, for validity.

4. Multiple letters will be reviewed for the same type of complaint and if considered highly accurate; multiple letters from multiple complaints will also be necessary to move to the next step, unless the Homeowners Board deems this unnecessary.

5. The Homeowners Board will contact the offending homeowner and advise of the infraction(s) request proper measures be taken to correct the problem in a timely matter. Also included will be a list of fines that will be assessed for non-compliance.

6. If additional letters are received after the "necessary" time ie: (installation of a fence and/or kennel) has been given to correct the infractions the offending Homeowner will be assessed a fine until the infraction is corrected.

7. Fine schedule is as follows:

- a. First offence \$25.00**
- b. Second offence \$50.00**
- c. Third offence \$100.00**
- d. Fourth offence, court actions will be taken and the offending party will be responsible for the court and legal fees.**

- 8. All offending Homeowners are able to protest the above actions, however non-compliance will be documented and the Homeowners Board will make the final decision.**
- 9. Letters will remain in effect for one year. After one year fines will be reset.**
- 10. Non-compliance in fines will result in liens being filed in accordance with the Washington State Law.**
- 11. The operation of any commercial enterprise from residential properties in the Plat of Riverhill must be authorized in writing, prior to establishment, by the Board of Directors providing the business does not infringe on other members of the Riverhill Homeowners Community.**
- 12. Resident will remove garbage cans from yard promptly after collection or use curbside recessed containers. Permanent storage of garbage and trash containers will be such as to not become offensive to other Home Owners.**
- 13. All antennas and /or satellite receivers shall be placed and maintained as to be aesthetically pleasing to the surrounding property and, if not affixed to the primary residence, shall be subject to the approval of the Riverhill Homeowners Association, Inc.**
- 14. A ten (10) foot easement, parallel to and adjacent to all lot lines (five (5) feet on either side of each lot line) is hereby reserved for water pipes, storm sewers, and utilities, including maintenance.**
- 15. No noxious or offensive activity shall be carried on upon any property or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood.**

16. No power equipment such as tillers, lawn mowers, weed eaters, etc. will be operated between sunset and 8a.m.
17. Mailboxes shall be of a design and type approved by the United Postal Service.
18. The discharge of firearms is prohibited upon any land covered by these protective covenants and restrictions.
19. All sewage and disposal systems must be to the specifications of the Mason County Health Department.
20. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
21. Invalidity of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
22. Any request for variance will be submitted to Riverhill Home Owners Association by via Certified mail, in writing, for approval or disapproval. In the event the Association or its designated representative fails to approve or disapprove within thirty (30) days after request for variance is made, approval will not be required and the related covenants shall be deemed to have been fully complied with.
23. Non-compliance with these covenants and restrictions will be documented, in writing, to the Homeowner. Specifications for action penalties, fines or liens and provisions for rebuttal will be included in said documentation. Legal fees for violation of the covenants or By-laws will be the responsibility of the Homeowner.
24. The above covenants and restrictions are community guidelines that do not supercede County, State or Federal regulations.
25. Emergency By-laws shall be enacted as set for by RCW 23B.02.070.