

**RIVERVIEW NORTH HOMEOWNER
ASSOCIATION RULES AND REGULATIONS**
July 2024

The following are the Rules and Regulations adopted by the Board of Directors of **Riverview North Homeowner Association (Board)** pursuant to the authority granted to the Board in Article 10.3 of the Declaration of **Riverview North**.

We are living in close association with our fellow residents and common courtesy dictates that our actions do not infringe on the rights of other residents. Every member of the community, whether owner, tenant or guest, must abide by the standards of the community and comply with the Declaration, Bylaws and these Rules and Regulations. Adherence to the Rules will help to promote a positive atmosphere within the community.

Each owner is fully responsible for the compliance of their family members, guests, tenants and other occupants of the owner's home while they are within the boundaries of Riverview North. It is the hope of the Board that owners will self-monitor their own actions and be mindful of other owners and the safety of the community.

All concerns that can be resolved through the Management company or through direct communication with the Board is preferable, and if that is not possible, the Board shall impose monetary fees to cover the Management company costs and monetary fines for Rules violations as follows using these progressive increments:

\$ 25.00 for first notice with completion date
\$ 50.00 for second notice with completion date
\$100.00 for third notice with completion date

Fines assessed against an Owner shall be collectible as Assessments. Fines will be payable to Riverview North Homeowner Association within 15 days of notification. If fines are assessed, or agreement cannot be reached, see Appendix A: Due Process Procedures for further guidance.

ARTICLE 1.0 COMPLAINT PROCEDURE AND ENFORCEMENT

- 1.1 The Board of Directors has the authority to enforce the Rules in the Declarations and as contained in these Rules. However, the volunteer members of the Board are not expected to be actively looking for violations. Owners who feel that another owner is violating the Declarations or Rules may notify the Association Manager or a Board in writing if there is a problem (See 1.4). The Board has delegated to the Association Manager the authority to take Rules enforcement action consistent with the Due Process Rules Enforcement Procedures, (Appendix A, attached) including contacting violators for the purpose of seeking compliance and issue warnings.

Note: Please do not expect the Board or Association Manager to enforce City, State, or Federal laws. Notify the proper authorities when you believe a City, State or Federal law is being violated.

- 1.2 Homeowners are responsible for the conduct of all members of their family or household and for the

conduct of their tenants and guests and each homeowner and tenant are jointly and individually financially responsible for any damage done to property of other owners by any members of their family or household, their tenants or their guests. Both the homeowner and a non-owner violator may be penalized for violation of the Rules. Penalties assessed against the home and the homeowner shall be collectible as delinquent assessments.

- 1.3 Enforcement of the provisions of the Declaration, Bylaws and Rules and Regulations shall be done in accordance with Due Process Rules Enforcement Procedures which may be adopted and amended from time to time and may be part of the Bylaws or the Rules.

The use of Facebook, or other social media, shall not constitute official communication to the Association Manager or the Board for the purposes of filing complaints. Official communication to the Association Manager should be sent to creekside@trestlecm.com.

ARTICLE 2.0 DELINQUENCIES

- 2.1 As stated in Section 1.8.3 of our Declarations:
"Assessment" means all sums chargeable by the Association against a Unit, including, without limitation:
- a. regular and special Assessments for Common Expenses, charges and fines imposed by the Association;
 - b. interest at 7% and late charges of \$25 on any delinquent account; and
 - c. costs of collection, including reasonable attorney's fees, incurred by the Association in connection with the collection of a delinquent Owner's account.
- 2.2 Regular monthly Assessments are due on the first day of every month. A late fee of \$25. will be assessed by the Association against any Assessment account which is not paid in full by the 15th day of the month.

ARTICLE 3.0 EXTERIOR CONDITIONS

- 3.1 Per Section 11.5 of our Declarations: In order to preserve the uniform appearance of the community, the Board of Directors will have the sole authority over the following modifications to the exterior of existing elements and structures, including but not limited to:
- painting and paint colors **if a noticeable change from the original**
 - lighting fixtures **if a noticeable change from the original**
 - front doors **if a noticeable change from the original**
 - storage sheds
 - playground equipment that is higher than the fence
 - exterior sculptures and fountain outside of a fenced area or higher than fence
 - fences
 - decks
 - patios and patio additions
 - sidewalks
 - hot tubs

- trellis structures higher than the fence
- driveways
- backyard water features
- Placement or posting of any permanent object on the exterior of any home or common area
- Planting or removal of plants, trees or shrubs from front yard landscaping **that is significantly different from the original landscaping**

These restrictions for alteration of the above include any alteration of the common areas and facilities without the prior approval of the Board of Directors.

3.1.a. Emergency removal of trees may be done without the prior approval of the Board if there is any safety concern. Homeowners should notify the Association Management company after removal with a plan to replace the tree, through the submission of an after-the-fact ACC Request for the file.

- 3.2 Owners should keep all streets, sidewalks, and common areas clear unless permitted by the Board or otherwise stated in these Rules.
- 3.3 Littering is prohibited.
- 3.4 Air Conditioning external compressors and Heat pump external hardware may be installed without Board approval only if the homeowner has supplied to the Association Management company, and/or the Board, the documentation showing the placement of such heat pump/AC unit within the existing fence and meeting all noise specification as defined by the City of Kent.
- 3.5 No accumulation of garbage, waste, paper, boxes, garbage cans, appliances or other inappropriate items shall be placed or stored where visible to others. When kept on the premises, common flammable materials such as propane, lawnmower gasoline, etc., must be properly stored in appropriate containers in amounts no greater than that considered to be normal household usage.
- 3.6 Exterior clotheslines are permitted for use in the backyards with the best effort given to reduce visibility from other owners.
- 3.7 Except as specifically provided in this Section, no signs, pictures or posters of any kind shall be displayed to the public view on or from any home or from the common areas and facilities without the consent of the Board of Directors or as covered by State law (i.e. political campaign signage).

This prohibition shall not apply to “For Sale” or “For Rent” signs, provided that they are reasonable with respect to size and appearance and are placed in a home window only.

Realtor “hangman” signs are not allowed within the community.

- 1. Exceptions:
 - A. Homeowners are allowed to have one sign within 10 feet of the front door

displaying the name of their security company. Security signs are permitted in the rear with the same requirements as above – 10 feet from the home structure. National flags may be displayed if following proper flag etiquette. Political signs are allowed as per state law.

- B. Garage sale signs may be posted by homeowners from June 1st through August 25th on weekends only (Friday through Sunday). Homeowners shall give notification to the board stating dates and times of the garage sale. All signs must be removed by 5PM Monday. Homeowners are responsible to maintain clear streets allowing no parking that inhibits traffic.

- 3.8 Seasonal decorations may be installed providing they are removed within two weeks of the season's end. The Board has the right to limit any decorations.
- 3.9 Satellite Dish/Antennae Policy: A satellite dish or OTA-antennae may be installed without written approval of the Board of Directors.

ARTICLE 4.0 YARD MAINTENANCE

- 4.1 The Declaration for Riverview North community provides that each homeowner will maintain their landscaping. This maintenance shall include regular mowing, watering, weeding, pruning, and trimming of trees on their property. When trimming trees the homeowner must leave no less than three branches from the main trunk. The trimming shall be done by a licensed bonded professional. If a tree is trimmed with less than three branches it must be removed and replaced. Homeowners who fail to maintain their yards to a reasonable standard will receive a compliance notification.
- 4.2 Those homeowners not willing to comply with a reasonable standard set by the Board may have their landscape maintenance done by a contractor appointed by the Board and assessed for those costs.

ARTICLE 5.0 NOISE AND OFFENSIVE ACTIVITIES (to clarify Section 11.10 of our Declarants)

- 5.1 Quiet hours are from 10:00 PM to 8:00 AM seven days a week.
- 5.2 Major construction and remodeling activities shall be carried on in the community only between the hours of 8:00 AM and 10:00 PM.
- 5.3 No Owner shall operate any machines or equipment in any manner which in the judgment of the Board causes an unreasonable disturbance to others.
- 5.4 No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate in any portion of the Community except in appropriate containers and locations provided for its collection.
- 5.5 THE CONDUCT OF VISITORS, IN OR OUT OF A HOME, IS THE RESPONSIBILITY OF THE OWNER.
- 5.6 Fireworks are prohibited at all times including the Fourth of July and New Years as per the City of Kent law. Any offenders may be reported to authorities.

ARTICLE 6.0 PARKING/VEHICLES

- 6.1 Speeding and unsafe driving is prohibited and subject to citation by City of Kent traffic laws.
- 6.2 All vehicles parked within the Community shall bear valid license plates and tabs and shall be operable.
- 6.3 Parking spaces along the designated street curb cut-outs are to be used for owners and their guests, on a first-come first-served basis, but not exceed twenty-four (24) hours. Short-term parking is subject to imposed monetary fines for Rule violations as follows: \$25.00 per occurrence or towed depending on whether or not your vehicle is registered with Association Management. Guidelines for the use of short-term parking shall not:
- involve a commercial vehicle as defined in the Declarants,
 - involve vehicles that appear to be stationary for a period of time longer than twenty-four (24) consecutive hours,
 - or involve vehicles that appear to be inoperable.
- 6.4 Owners shall be responsible for cleaning any oil drips or leaks on their driveways.
- 6.5 Vehicles should be parked properly within the space.
- 6.6 The streets within the Riverview North Creekside community are designated as fire lanes, therefore are to remain clear and accessible at all times for fire and emergency vehicles. There is no parking at any time except in designated, striped parking spaces. Vehicles not parked in designated, striped parking spaces may be subject to immediate towing without warning.
- 6.7 Besides operative passenger motor vehicles, no other types of vehicles, equipment, mobile homes, trailers, trucks, campers, boats, RV's, jet skis, or other motorized vehicles, shall be parked, kept, maintained, placed, constructed, remodeled, reconstructed or repaired in the driveway or along any drive lane of the community. The Board of Directors may require removal by the owner of any improperly parked vehicle, inoperative or unsightly vehicle, and any other equipment or items improperly stored on the drive lanes of the community. If the same is not removed, the Board may cause removal at the risk and expense of the owner.
- 6.8 To maintain parking availability, no garage shall be used for storage, business enterprise work, or shop area, if such use impairs the ability of the owner of the garage to park the designated number of vehicles therein.
- 6.9 Parking in driveways is only permitted when such vehicle will not encroach into either the sidewalk, common area, or street.
- 6.10 For safety and visibility, the parking of vendor or commercial vehicles performing maintenance on-site must place safety marker cones around the perimeter of vehicle workspace. *Examples of vendor/commercial vehicles may include utility services (water, sewer, electric, etc.) and home or*

community landscape service vehicles.

- 6.11 For guests parking in short-term parking for over twenty-four (24) hours, the homeowner must notify the parking committee at creeksideparking1@gmail.com and Association Management at creekside@trestlecm.com.

ARTICLE 7.0 PETS

(to clarify Section 11.9 of our Declarants)

- 7.1 Domestic pets are allowed; however, pet owners are responsible for their pets. Residents must take all care required to ensure that their pets do not disturb other residents by creating a nuisance or excessive noise or by threatening or assaulting other residents or their pets.
- 7.2 Dogs must be on a leash or in the arms at all times when not in the home or back yard. Dogs may not be left unattended, tied outside a home, on patios or any other part of the common areas in homeowners' absence.
- 7.3 Residents keeping a pet are jointly and individually responsible for any damage which their pet may do to the property of another owner. Damage done by a pet to the property of another owner is a matter strictly between the pet owner and the person whose property is damaged.
- 7.4 Pet owners shall immediately clean up and remove any defecation or waste created by their pet. Damage caused by pets to common areas or facilities may be assessed to the homeowner.
- 7.5 There shall be no breeding of animals for commercial use on the premises.
- 7.6 The Board of Directors may require the removal of any animal which the Board, in exercise of reasonable discretion, finds disturbing other homeowners unreasonably or if the owner continues to violate the Rules concerning pets, and may exercise the authority for specific animals even though other animals are permitted to remain.

ARTICLE 8.0 PONDS AND WETLANDS

- 8.1 There are storm water retention/detention ponds and wetlands areas in and within the Riverview North community. Homeowners, their children, and their guests are not to enter or travel through the ponds or wetlands.
- 8.2 In the event a homeowner needs access to ponds or wetlands for some reason, prior Board permission is required.
- 8.3 Maintaining wetlands and keeping them free of rubbish is a community responsibility and expense. Please do not throw anything into the ponds or wetlands.
- 8.4 Children are forbidden from climbing the fences surrounding the retention/detention ponds and the wetlands.

ARTICLE 9.0 RENTALS

- 9.1 Owners renting or leasing their homes shall provide the Board or Management Company with a copy of the prospective tenant's application for tenancy, written rental agreement and a check for the application fee. The application fee will be an amount set by the Board, not to exceed \$150. Prior approval of the Board is required for all rental or lease agreements.
- 9.2 Owners renting or leasing a home must provide their tenants with a copy of all Rules of the community (including these Rules). Owners will be notified of tenant's failure to comply with the Rules and will be held financially responsible for any fines assessed for violations of the Rules by their tenants or their tenant's guests.
- 9.3 Owners will also be held financially responsible for costs incurred for any damage caused by tenants or their guests to any portion of the common area of the community.
- 9.4 Owners shall provide the names, contact information, and vehicle information of their tenants to the Association Manager.
- 9.5 If an Owner fails to evict a tenant who is in continuous violation of the Rules, the Board of Directors may take appropriate action to do so and charge the Owner for the expenses incurred.
- 9.6 Section 4.2 of these Rules and Regulations will be applicable if the Board determines the landscaping status of a rental property is in violation.

Appendix A

Due Process/Dispute Resolution Procedures

The Board believes that most concerns can be addressed by building a relationship with our community homeowners. If and when that is no longer the case, these procedures may be utilized for reporting and/or responding to complaints that are reported to the Board or Association Manager.

Procedures for Resolving Complaints

This procedure establishes a way to provide a fair and meaningful system for deciding whether the Governing Documents have been violated and what consequences should be imposed in response to a violation.

How to File a Complaint

A formal complaint must be submitted in writing or via e-mail. Send the complaint either to the Association Management Company or a member of the Board of Directors. The Board authorizes the Association Manager to address complaints that are clearly articulated in the Rules and Regulations.

The Board of Directors will Resolve Complaints

Once the Board of Directors receive a complaint, they will first determine if the issue is within the scope of their powers to resolve. The Board has jurisdiction when there is an accusation of a violation of the Declaration, by-laws, or the Rules and Regulations. The Board may decline to address any complaint that does not involve a violation of the declaration, by-laws, or the Rules and Regulations.

Fact Finding

After deciding that the Board does have jurisdiction concerning a complaint, a letter will be sent to the party accused of a violation to notify the accused of the lodged complaint. The accused will be asked to provide a response to the accusation in writing to the Board of Directors.

The Board Evaluates the Complaint

The Board will evaluate the original complaint and the accused party's response. If the board does not have enough information to make a decision, the Board will ask the parties to meet and attempt to resolve the issue. If either side is unwilling to meet, the Board may offer to have a Board Member act as mediator.

If the Parties Cannot Resolve the Issue

The next step will be a meeting before a Community Hearing Board. A Hearing Board will consist of one elected member of the Board of Directors and two volunteers who shall each be homeowners who are neutral and without relationship with either party. The parties involved in the dispute will be required to state their case before the Hearing Board.

Procedures during a Hearing

The procedures will be simple and informal. The person bringing the complaint will be the first to state the case. Next, the accused party will have a chance to state their case. Either party may present evidence. If witnesses to the contents of the complaint exist, they may recount any information they know or saw. Once both sides have presented their case, the Hearing Board will privately deliberate and make a decision. This may not necessarily take place on the same day.

Inform the Parties Involved

The decision of the Hearing board will be final and sent to each of the parties in writing through the Association Management Company or directly by the Hearing Board.