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**Bylaws, Incorporation, CCRs & R&Rs**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF CRYSTAL RIDGE HOMEOWNERS ASSOCIATION OF PUYALLUP, WA**  
Updated: 01/31/16

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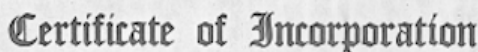
**Tip to Locate a Specific Item** - Scroll through the page  
**or** use "Ctrl-F" to search for a key word or phrase to find all the occurrences on this web page.

**(1) Bylaws** (Nov 23, 1992)



Download [Bylaws of Crystal Ridge HOA of Puyallup WA](#)

**(2) Certificate & Articles of Incorporation** (Jan 27, 1993 - CRHOA non-profit)



Download [Certificate & Articles of Incorporation](#)

**(3) CCR** (June 28, 1993) - The CRRs are also shown below on this page



Download [CCR's](#) (updated 01/23/16)

a) Copy - This document was scanned from a copy of the original documents.

b) Original - Refer to your original CCR copy you should have received when you purchased you home.

c) Errors - If you find errors with this online version, please contact the Board.

d) Edits - The copy of the CCRs on this page have been edited only to provide easier navigation for you by using hyperlinks. It should be accurate for researching our covenants to find important information than govern our homeowners' association. However, this online version has not been completely reviewed for accuracy.

**(4) Rules & Regulations / Fines** (Dec 1, 2015)



Download [R&Rs](#) (Final, Adopted 12/1/2015)

- also see [R&R web page](#) and [Dec 2015 Newsletter](#) for background & updates)

**(5) Architectural Control Committee (ACC)**

The ACC reviews mod requests for compliance with the CCR's and R&R's.



## (6) CCR Modification Requests



Crystal Ridge is governed by our "Covenants, Conditions and Restrictions" (CCR) and ByLaws to maintain the neighborhood and property values.

**1) Modification Requests - [Mod Requests](#)** are required before specific changes can be made to your property including new construction, paint color, fences, tree removal, vehicle parking, storage, etc.

**Note: Roof Mod Requests** - For roof repairs or replacement, a request for a **[CCR variance](#)** is also required to be submitted with your Mod Request

**2) Unapproved Modifications** - If modifications are made without approval by the Board and ACC via a Mod Request, then the homeowner may be required to remove the modification at your own expense.

**3) Review the CCRs** - Please review the CCRs before making any modifications to your property (i.e. construction, fences, landscaping, painting, vehicle parking and storage, etc) to determine if a modification request is required to be submitted for approval prior to making the change to your property.

**4) Uncertainty or Questions about Mod Requests** - If you are uncertain or have questions about a Mod Request, please contact the Board at [board@crystalridgehoa.org](mailto:board@crystalridgehoa.org).

**5) Allow 4 weeks for Review of a Mod Request** - From the date you send in your request, allow at least 4 weeks from the date you submit your Mod Request to allow time for the Board and ACC to review your request. You will be notified if your Mod Request is approved or disapproved.

**6) Expedited Review of Mod Request** - Contact the Board if you need your request to be expedited. The Board and ACC will try to fulfill your request if possible.



## Covenants, Conditions & Restrictions (CCR)

Article I [DEFINITIONS](#)

Article II [PRE-EXISTING RESTRICTIONS](#)

Article III [DEVELOPMENT PERIOD; MANAGEMENT RIGHTS OF DECLARANT DURING DEVELOPMENT](#)

Article IV [DEED AND DEDICATION OF COMMON AREAS](#)

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Article VIII [ASSESSMENTS](#)  
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Article X [HOMEOWNERS ASSOCIATION](#)  
Article XI [MANAGEMENT BY BOARD](#)  
Article XII [LAND USE RESTRICTIONS](#)  
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Article XIV [UTILITIES](#)  
Article XV [ARCHITECTURAL CONTROL](#)  
Article XVI [GENERAL PROVISIONS](#)

Exhibit A [LEGAL DESCRIPTION FOR CRYSTAL RIDGE](#)  
Exhibit B [LEGAL DESCRIPTION FOR THE ESTATES AT CRYSTAL RIDGE](#)  
Exhibit C [ARCHITECTURAL CONTROL COMMITTEE - Preliminary information worksheet](#)

First Amendment [FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS](#)

## SPECIAL NOTICES

Last revised: 8/26/12

Dates below are when item were published in the HOA newsletter and / or on this [web site](#)

### **LOCKING MAILBOXES**

**MAIL & IDENTITY THEFT** - Mail and identity theft is a frequent item in the news these days. Some Crystal Ridge residents have been victimized. Mail left in unsecured mail boxes potentially allows thieves to steal your credit cards, pin numbers, ID cards, checks, and cash. It is a crime, intrusive on your personal lives, and can be a major headache to clear up. There are some steps you can do to help protect yourself:

- Install locking mailboxes (procedures below)
- Never leave mail in your mailbox overnight
- Remove mail as soon as it is delivered
- Drop outgoing mail off at the post office
- Notify the post office to hold your mail when absent
- Stay alert
- Report suspicious activity to the police

If you and your neighbors decide to convert to secure mailboxes, as others have done already, the procedures for approval are shown below. If you have any questions, send us an [email](#) or write us a letter

## Secure Mailboxes - Special Update

### *Review of Procedures*

The Board is prepared to act quickly to review requests per the following steps if they are identical to this first setup. If you propose to do something different, then the Board will have to review the proposal accordingly. Detailed steps are include in the website and were updated in August 2008.

#### **Postal Service**

1. To convert, there **must** be 100% participation by each homeowner (not rental tenant) at that particular mailbox standard. Contact the tenants or the Board for the address of the absentee homeowner. You **must** have approval from the post office before you convert.

#### **Crystal Ridge HOA procedures for installing secure mailboxes**

1. If you have 100% participation, contact the post office to obtain a package of information on the procedures to follow for the conversion. In the package, you will need to read and complete the petition and forms enclosed in the package.
2. **Before you commit to an installation or expend any funds**, check with the Post Office for approved models. Be sure the model is approved by the Puyallup Post Office for installation in our neighborhood and that the residents involved can cover the cost of the new models.

After you have approval from the Post Office, then submit an [application](#) form or letter to the Board requesting the conversion and provide all information available such as 100% agreement, location, style of boxes, quantity, necessary modifications to a standard, etc. Please include model numbers, color, size, and a picture of the new boxes.

You can obtain a modification application online, [modification application form](#) Each application should designate a person(s) who will be the coordinator for each mailbox standard. Please include the name, address, and phone number of the designated person(s). The Board would like to use the existing standards as much as possible and would like to avoid secure mailboxes on pedestals.

3. The Board will review each application to ensure that the covenants are being followed, that unauthorized modifications to the mailbox standards will not occur, and to maintain the decorum of the neighborhood.
4. If the Board approves your application, then the designated person(s) can follow through to set up the installation with the post office and the

installer.

5. The designated person(s) for each standard will be responsible to ensure that the conversion is accomplished per approved plans and to coordinate with the post office and the installer.
6. The post office and the installer will probably require all payments up front before the secure mailboxes are installed.
7. Each homeowner is responsible for their own expenses for the installation. The Crystal Ridge HOA will not pay for any installations. The designated person(s) in charge at each standard is responsible for collecting funds and making applicable payments to the installer and/or post office, as necessary.
8. Each homeowner must accept the disruption in service, if any, and alternate mail deliveries, if any, as negotiated with the post office and the installer.

#### **Final Comments**

1. These secure mailboxes will help deter mail theft but are not an absolute guarantee against any mail theft. They act as a deterrent only by making it "harder" for thieves to access your mailbox. All residents converting to secure mailboxes should remember this and continue to use prudent measures to help avoid theft of your personal and business mail.
2. Good luck! If you have any questions, please contact the Board.

**Encroachment Concerns** (7/15/02) - The City of Puyallup has contacted the HOA Board regarding instances of encroachment into green space within Crystal Ridge. This is notification to all homeowners/residents of Crystal Ridge that encroachment is illegal and may result in fines and/or legal action.

Encroachment occurs when a homeowner/resident does any of the following:

1. Increases their property by extending beyond the property lines into green space or into an empty lot.
2. Modifies original landscaping and/or slope of the land in the green space.
3. Removes natural vegetation growing in the green space.
4. Builds or erects any permanent structure beyond the owner's property lines.

The City of Puyallup strictly enforces the encroachment codes by using aerial photography to determine encroachment. If you are encroaching into green space or into an empty lot, it is your responsibility to return the area beyond your property lines to its original condition (i.e., natural vegetation and slope).

If you have questions concerning encroachment, please contact the City of Puyallup at 253-841-5571 or the HOA Board of Directors.

**MODIFICATION REQUESTS** (5/15/02) - Remember that residents are required by the CC&R's to submit a "[Modification Request](#)" for approval by the Board of Directors before you do any exterior modifications to your property -- home painting or additions, fences, sheds, pools, etc. Please review the [CC&R's](#) for the requirements. If you have questions, contact the Board via email or letter. Please allow 15 days for review of your request by the Architectural Control Committee (ACC). The Board will notify you of the approval as soon as possible within this time frame. Click for the [Modification Request](#) form that you print, fill out and mail to us for approval (see address at top of this page).

**Blocking Sidewalks is Not Allowed** (3/07/02) - It is against the City of Puyallup RCW code to park on and block sidewalks on your property including those that cross your driveway. Besides being illegal in accordance with city code, it is not courteous to other residents who use these sidewalks for walking and running. Please do not park on or block the sidewalk on your property to avoid being cited for this violation.

**Leash & Scooper Laws** (1/12/02) - The City of Puyallup has leash and scoop laws requiring pets to be on a leash and picked up after. The fines can be as high as \$475 per offense for allowing your dog to run loose and for not picking up after your dog. Animal Control suggests that you contact them at 841-5595 if you see an animal loose or if you catch it on film. This continues to be a frequent complaint from our residents. Please be a responsible pet owner and keep your dog on a leash, don't let your dog run loose, and please scoop up after your dog. Thank you for your help.

**HOA Common Areas** (11/25/01) - Common areas in our neighborhood are owned and controlled by the HOA which includes all planter strips along the roadways including trees and landscaping in the strip, all wooded areas and streams, garden areas at the entrances and monuments, the tot lot, etc. Simply said, all property outside of all homeowner's property boundaries are considered HOA Common areas. If you have any questions concerning this, please contact the Board before investing in a landscaping or modification project. It is illegal for homeowners and residents to encroach on to HOA common areas...it is better to be safe than sorry...so please check with us first.

**Homeowner Specials** (7/14/01) - Recently you may have received mail, email, and/or phone solicitations for specials on home siding, satellite dishes, fences, roofing material and other exterior items. These items are or may be covered by our CCR's and will require a Modification Request for Board approval to be submitted before you accept any of these specials. Please review the [Modification Request Form](#), [CCR's Online](#) and your copy of the CCR's you received at closing before your commit to any of these specials.

**CRIME, VANDALISM, & DISTURBANCE OF THE PEACE** (4/17/01) - These are all very disturbing occurrences especially when you, your family, your friends, or your neighbors are the victim of crime, vandalism, and disturbance of the peace. The Board is aware of some of the crime that occurs in Crystal Ridge but certainly not all of it. When we are made aware of crime that affects the neighborhood, we call the police to file a report for the neighborhood. The Board is limited in many situations since we do not have law enforcement authority except as provided by the CC&Rs. All residents can help to reduce and curtail crime, vandalism and disturbance of the peace by calling the police when you see a crime in progress, when you see suspicious activity, or when you find yourself a victim of a crime. Your immediate action not only helps you but also helps the neighborhood by establishing a record of a crime having been committed and may establish a pattern to help the police catch and prosecute the perpetrators.

THIS DECLARATION is made on the date hereinafter set forth by Novastar Enterprises Inc., ("Declarant"), who is the Owner of certain land situated in the state of Washington, County of Pierce, known as "Crystal Ridge," which is more particularly described on the attached Exhibits "A" and "B" collectively. In order to ensure preservation of the high quality residential environment at Crystal Ridge, Declarant agrees and covenants that all land and improvements now existing or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restrictions, reservations, limitations, liens and easements, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and the Owners thereof and their heirs, successors, grantees and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in such lands or any portion thereof and shall inure to the benefit of each Owner thereof and to the benefit of Crystal Ridge Homeowners Association and shall otherwise in all respects be regarded as covenants running with the land.

## ARTICLE I

## DEFINITIONS

For purposes of the Declaration and the Articles of Incorporation and the Bylaws of Crystal Ridge Homeowners Association, certain words and phrases shall have particular meanings as follows:

**Section 1.** **[AMENDED]** “Association” shall mean and refer to Crystal Ridge Homeowners Association, its successors and assigns.

**Section 2.** “Board” shall mean and refer to the Board of Directors of the Association, as provided for in [Article X](#). For purposes of exercising the powers and duties assigned in this Declaration to the Board during the development period, this term shall also mean the “Temporary Board” or “Declarant” as provided in [Article III](#) unless the language or context clearly indicates otherwise.

**Section 3.** “Properties” shall mean and refer to the real property described with particularity in [Exhibit “A”](#) and [Exhibit “B”](#) collectively, and such additions to that property which may hereinafter be brought within the jurisdiction of the Association. Said “properties” may also be collectively referred to as “Crystal Ridge.”

**Section 4.** “Common Areas” shall mean and refer to all of the real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association. The Common Areas to be owned by the Association are described as follows:

- (a) All “open space” tracts of land to be dedicated to the Crystal Ridge Homeowners Association on the face of each plat map to be recorded within Crystal Ridge.
- (b) All other “non-buildable” Lots or tracts of land specifically to be dedicated to the Crystal Ridge Homeowners Association on the face of each plat map to be recorded within Crystal Ridge, or to be deeded to the Association by separate legal instrument.

**Section 5.** **[AMENDED]** “Common Maintenance Areas” shall mean those portions of all real property (including the improvements thereto) maintained by the Association for the benefit of the members of the Association. The areas to be maintained by the Association are described as follows:

- (a) All Common Areas as set forth in Section 4 above.
- (b) Landscaping, irrigation and entry identification signage to be installed at the 23rd Avenue S.E. intersection with Shaw Road, and along the open space frontage on 15th Avenue East, as well as landscaping, irrigation and entry identification to be installed for THE ESTATES.
- (c) The 7.5-foot wide landscape planter strip with street trees and associated irrigation improvements in the street right-of-way within “The Estates at Crystal Ridge” including both sides of all streets, **AND** the 7.5-foot wide landscape planter strip with street trees, irrigation and landscaping in those sections of the street right-of-way in Crystal Ridge which do not front on lots.
- (d) Any landscaping improvements installed within any storm drainage tracts dedicated to the City of Puyallup.
- (e) Common maintenance areas set forth in the Covenants, Conditions & Restrictions for Janelle Estates under Recording No. 9205190361, at such time as the Janelle Estates Homeowners Association is dissolved and the members of the Janelle Estates Homeowners Association are subsequently incorporated into the Crystal Ridge Homeowners Association.

**Section 6.** **[AMENDED]** “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties. Common Areas and Common Maintenance Areas shall not be regarded as Lots.

**Section 7.** “Declarant” shall mean and refer to Novastar Enterprises Inc., or the successor designated by Novastar Enterprises Inc. during the development period, as defined herein, which shall be at Novastar Enterprises Inc.’s sole and exclusive discretion.

**Section 8.** “Architectural Control Committee” shall mean and refer to the duly appointed or elected Committee of the Board of Directors as outlined in [Article XV](#) of this Declaration, hereinafter referred to as the “Committee.”

**Section 9.** “Development Period” shall mean and refer to that period of time as defined in Article III of this Declaration.



**Section 10. [AMENDED]** “Plat” shall mean and refer to the plat of Crystal Ridge, and all divisions thereof, as approved by the City of Puyallup and to be recorded in Pierce County, Washington, together with that certain real property referred to in the Covenants, Conditions and Restrictions for Janelle Estates as described under Recording No. 9205190361, Records of Pierce County, Washington, excepting therefrom Lots 3 and 4 of the Novastar Short Plat, which -are hereby exempted from this Declaration. (All of said properties are legally described on [Exhibit “A”](#) and [Exhibit “B”](#) attached hereto).

**Section 11.** “Residence” shall mean and refer to buildings occupying any Lot.

**Section 12.** “The Estates at Crystal Ridge” hereinafter referred to as “THE ESTATES” shall mean and refer to that certain division of Crystal Ridge more particularly described by the legal description on the attached [Exhibit “B”](#) hereto.

**Section 13. [AMENDED]** “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of (1) a fee simple title to any Lot which is a part of the Properties (but excluding those persons or entities, such as real estate contract sellers, having record title merely as security for the performance of an obligation), or (2) the Purchaser under a real estate contract prior to issuance of the fulfillment deed for the contract.

**Section 14.** “Crystal Ridge” shall mean and refer collectively to the “properties” described in [Section 10](#) of this Article I. **[AMENDED]**

## ARTICLE II

# PRE-EXISTING RESTRICTIONS

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If the Properties covered by this Declaration are already affected by previous covenants, restrictions, conditions, and encumbrances (collectively “prior restrictions”), the Properties will continue to be subject to such prior restrictions to the extent the prior restrictions are valid and legally enforceable.

## ARTICLE III

# DEVELOPMENT PERIOD; MANAGEMENT RIGHTS OF DECLARANT DURING DEVELOPMENT

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**Section 1. Management by Declarant.** Development period shall mean that period of time from the date of recording the Declaration until (1) the date seven (7) years from the date of recording this Declaration or (2) the thirtieth (30) day after Declarant has transferred title to the purchasers of Lots representing 100 percent of the total voting power of all Lot Owners as then constituted (so that Declarant no longer is entitled to vote either as a Class A or Class B member of the Association pursuant to [Article X, Section 3](#)) or (3) the date on which Declarant elects to permanently relinquish all of Declarant’s authority under this Article III by written notice to all Owners, whichever date first occurs. Notwithstanding anything in this Declaration to the contrary, until termination of the Development period, either upon the sale of the required number of Lots, the expiration of seven (7) years, or at the election of the Declarant, the Property shall be managed and the Association organized at the sole discretion of the Declarant.

**Section 2. Notice to Owners.** Not less than ten (10) nor more than thirty (30) days prior to the termination of the development period, the Declarant shall give written notice of the termination of the development period to the Owner of each Lot. Said notice shall specify the date when the development period will terminate and shall further notify the Owners of the date, place and time when a meeting of the Association will be held. The notice shall specify that the purpose of the Association meeting is to elect new Officers and Directors of the Association. Notwithstanding any

provisions of the Articles or Bylaws of the Association to the contrary, for the purpose of this meeting, the presence, either in person or by proxy, of the Owners of five (5) Lots shall constitute a quorum. The Board of Directors and Officers of the Association may be elected by a majority vote in said quorum. If a quorum shall not be present, the development period shall nevertheless terminate on that date specified in said notice and it shall thereafter be the responsibility of the Lot Owners to provide for the operation of the Association.

**Section 3.** Declarant may in Declarant's sole discretion, and at such times as the Declarant deems appropriate (including in the Articles of Incorporation of the Association, if the Declarant is the Incorporator of the Association), appoint three persons who may be Lot Owners, or are representatives of corporate entities or other entities which are Lot Owners, as a Temporary Board. This Temporary Board shall be for all purposes the Board of Directors of the Association, and shall have full authority (including the authority to adopt or amend the initial or subsequent Bylaws of the Association) and all rights, responsibilities, privileges and duties to manage the Properties under this Declaration and shall be subject to all provisions of this Declaration, the Articles and the Bylaws. Provided that, after selecting a Temporary Board, the Declarant, in the exercise of the Declarant's sole discretion, may at any time terminate the Temporary Board and reassume the Declarant's management authority under Article III or select a new Temporary Board under this section of Article III. When the Declarant has appointed a Temporary Board, the Temporary Board, during the development period, shall have, and may fully exercise, any power or authority granted to the Permanent Board after the development period.

**Section 4.** So long as no Temporary Board is managing the Properties or until such time as the first permanent Board is elected, should Declarant choose not to appoint a Temporary Board, Declarant or a managing agent selected by the Declarant shall have the power and authority to exercise all the rights, duties and functions of the Board and generally exercise all powers necessary to carry out the provisions of this Declaration, including, but not limited to, enacting reasonable administrative rules, contracting for required services, obtaining property and liability insurance, collecting and expending all assessments and Association funds, and enforcing this Declaration (including foreclosing any liens provided for by this Declaration). Any such managing agent or the Declarant shall have the exclusive right to contract for all goods and services, payment for which is to be made from any monies collected from assessments. In the event that Association expenses exceed assessments, any monies provided by Declarant for Association expenses that would otherwise be paid for out of Association assessments shall be considered a loan to be repaid to Declarant through regular or special assessments from the Association, together with interest at 12 percent (12%) per annum.

**Section 5.** These requirements and covenants are made to ensure that the Properties will be adequately administered in the initial stages of development and to ensure an orderly transition to Association operations. Acceptance of an interest in a Lot evidences acceptance of this management authority in Declarant.

**Section 6.** Declarant shall have the management authority granted by this Article III notwithstanding anything in this Declaration to the contrary. Declarant, as the Incorporator of the Association, may cause the Association to be incorporated, the Temporary Board to be appointed either in the Articles of Incorporation of the Association or by separate written instrument, to terminate the Temporary Board and reassume the Declarant's management authority under this Article III, reappoint successor Temporary Boards, or take any other action permitted by this Article III, all without affecting the authority given the Declarant by this Article III to manage the Property and organize the Association at the Declarant's sole discretion.

[AMENDED]

## ARTICLE IV

# DEED AND DEDICATION OF COMMON AREAS

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**Section 1.** Declarant shall transfer, convey and grant title to all of the Common Areas of the Properties to the Association as each final plat map for a division of Crystal Ridge is recorded for the common use and enjoyment of the Association and the Owners in accordance with the terms and conditions of this Declaration, reserving however, to the Declarant for the benefit of Declarant, his successors and assigns, those certain rights of use, ingress, egress, occupation and control

indicated elsewhere in this Declaration for the duration of the development period, at which time this reservation shall cease and then be of no further force and effect.

## ARTICLE V

# DEED AND DEDICATION OF EASEMENTS

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Section 1. Declarant shall transfer and convey to the Association as each final plat map for a division of Crystal Ridge is recorded, for the common use and enjoyment of the Association and the Owners, all easements created thereby for the purpose of landscaping, utilities, and access, reserving, however, to Declarant for the benefit of Declarant, its successors and assigns, an equal right to utilize all easements. The Declarant's and Association's right to use such easements are subject to the right of the public to use rights-of-way which have been dedicated as public roads and are open to public access, including emergency vehicle access.

[AMENDED]

## ARTICLE VI

# ADMINISTRATION AND USE OF COMMON AREAS AND COMMON MAINTENANCE AREAS

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Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right in easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title (or, if applicable, with the equitable title held by a real estate contract purchaser), to every Lot subject to the following provisions:

- (a) The right of the Declarant or the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas, and to establish use and operation standards for all Common Areas to be binding on all Association Members along with enforcement standards.
- (b) The right of the Declarant (during the development period) or the Association (after the development period) to suspend an Owner's right to vote and to use any recreational facilities for any period during which assessments against his or her Lot remain unpaid and for a period, not to exceed 60 days, for any, and each separate, infraction of its published rules and regulations.
- (c) The right of the Declarant (during the development period) or the Association (after the development period) to dedicate, transfer, or encumber all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as the Declarant or Members, as applicable, may deem appropriate. During the development period, any such dedication or transfer of all or any part of the Common Areas pursuant to this Section may be made by the Declarant in the Declarant's sole discretion. After the development period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by the Owners of two-thirds (2/3) of the Lots, has been recorded.

[AMENDED]

Section 2. Insurance. Nothing shall be done or kept in any Common Areas which will increase the rate of insurance on the Common Areas or other Lots or Improvements without the prior written consent of the Board. Nothing shall be done or kept in any Common Areas which will result in the cancellation of insurance on any part of the Common Areas or which would be in violation of any laws or ordinances.

Section 3. [AMENDED] Alteration of Common Areas and Common Maintenance Areas. Nothing shall be altered, or constructed in, or removed from any Common Maintenance Areas except upon prior written consent of the Committee. There shall be no construction of any kind within the Common Areas except that community improvements may be constructed if two-thirds (2/3) of the members of the Association authorize (1) the construction of such improvements and



(2) assessments for such improvements. Also, any such improvements would be subject to the acquisition of all required permits from governmental agencies. This Section shall not limit or prohibit Declarant (and no member consent shall be necessary), during the development period, from constructing or altering any such improvements to any Common Areas or Common Maintenance Areas, which the Declarant in Declarant's sole discretion, deems for the benefit and enhancement of said areas and the Association in general.

**Section 4. [AMENDED] Dumping in Common Areas, Common Maintenance Areas, or Native Growth Protection Easements.** No trash, construction debris or waste, plant or grass clippings or other debris of any kind, nor hazardous waste (as defined in any federal, state, or local law or regulation) shall be dumped, deposited or placed on any Common Areas or Common Maintenance Areas.

**Section 5. Landscaping and Fencing.** No permanent structures or landscaping of any kind, including fences, walls, or shrubs, may be built or placed within any right-of-way or easements as delineated on the plat except as deemed appropriate by the Committee. This prohibition shall not apply to the landscape and fence/monument sign improvements in the Common Maintenance Areas installed by Declarant, nor shall this Section prohibit the Association from installing additional improvements or landscaping within the designated Common Areas or Common Maintenance Areas, nor shall this section prohibit the installation of fences by Lot Owners on property lines as may be otherwise allowed in this Declaration, nor shall this section prohibit the installation of landscaping on private Lot areas encumbered by utility easements not otherwise restricted in this Declaration as to landscaping. Also, this prohibition shall not apply to landscaping of front or side yard areas of Lots extending up to the edge of the curb or sidewalk in the public right-of-way as further set forth in [Article XII, Section 12](#) of this Declaration.

## **ARTICLE VII**

# **MAINTENANCE OF THE COMMON AREAS AND COMMON MAINTENANCE AREAS DELEGATION OF MANAGEMENT**

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**Section 1. Maintenance of Common Areas.** Maintenance of the Common Areas and Common Maintenance Areas and all improvements thereon shall be the sole responsibility of the Association and shall include, but not be limited to, maintenance of the Common Areas and Common Maintenance Areas. This maintenance responsibility shall commence as soon as each respective improvement by Declarant has been completed during the development period. All maintenance of Lots and Residences located on Properties shall be the sole obligation of the Owner, provided, however, the Association may, from time to time, provide certain common maintenance of Lots and Residences as may be determined to be in the best interests of all Owners. The Association shall maintain and regulate the use of Common Areas for the benefit of each Lot within the plat, and shall do all things necessary to preserve and maintain the Common Areas for the purpose intended. It shall be the responsibility of the Association to maintain said common areas and any improvements thereon to preserve the value of said common areas for the use and enjoyment of the Members of the Association in accordance with all restrictions and limitations established for said common areas through this Declaration, the laws and ordinances of Puyallup, Washington, and all other applicable statutes and regulations. The Declarant, during the development period, and the Board following the development period, shall have the exclusive right to establish use and operation standards for said Common Areas to preserve the value and desirability of said Common Areas for the enjoyment of the Members of the Association.

**Section 2. Responsibility for Maintaining Common Maintenance Areas.** The Association is responsible for maintaining and preserving the character of areas designated on the face of the plat as Common Maintenance Areas, or as defined in this Declaration as Common Maintenance Areas. Common Maintenance Areas have been set aside for landscaping and community identification purposes.

**Section 3. Repair of Common Areas and Common Maintenance Areas.** Any damage to the Common Areas or Common

Maintenance Areas or improvements thereon, including landscaping plantings, fences, berms, etc., by the Owners or their children shall be repaired within one (1) week by the Owners who (or whose children) caused the damages. If the damage cannot reasonably be repaired within one week, the time for the Owner to repair the Property shall be extended to the time reasonably required to repair the Property, provided that the Owner promptly begins, and diligently pursues, the repair of the damage. If such repairs are not made timely, the Association shall execute the repair and the Owner will be obligated to immediately pay the Association or its designee for the repair. If the Owner fails to promptly make payment for such repairs, the Owner will be charged interest at the rate of 12 percent (12%) per annum on the payment due, the payment due shall be a personal liability of the Owner, and the amount of the payment due shall be a lien on the Owner's Lot.

**Section 4. [AMENDED] Maintenance of Planter Areas.** It shall be the responsibility of the Association to maintain the 7.5-foot wide landscape planter strips in the right-of-way on each side of each street within THE ESTATES, the entry planter landscaping and signage improvements in all areas of Crystal Ridge, and the 7.5-foot wide landscape planter strips all right-of-way areas in Crystal Ridge which do not front onto lots.

**Section 5. Management.** Each Owner expressly covenants that the Board and the Declarant, during the development period, and the Board, after the development period, may delegate all or any portion of their management authority to a managing agent, manager or officer of the Association and may enter into such management contracts or other service contracts to provide for maintenance of Common Areas and Common Maintenance Areas and any portion thereof. Any management agreement or employment agreement for the maintenance or management shall be terminable by the Association without cause upon 90 days' written notice thereof; the term of any such agreement shall not exceed three (3) years, renewable by agreement of the parties for successive periods of up to three (3) years each. Each Owner is bound to observe the terms and conditions of any such management agreement or employment contract, all of which shall be made available for inspection by any Owner on request. Any fees or salaries applicable to any such management, employment or service agreement shall be assessed to each Owner.

## ARTICLE VIII

# ASSESSMENTS

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**Section 1.** Each Owner of any Lot, by acceptance of a deed therefor, whether it shall be so expressed in each deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) any assessments made by Declarant pursuant to this Declaration. If the Owner fails to timely pay any assessments within thirty (30) days of the date specified by the Association or Declarant (during the development period), the annual and special assessments, together with any interest, costs and any reasonable attorney fees incurred to collect such assessments, shall be a lien on the land comprising the Lot, and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with any interest, costs and reasonable attorney fees incurred in attempting to collect the easement, shall also be the personal obligation of the person who is the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall continue even if the Owner subsequently transfers legal or equitable title to the Lot; however, the personal obligation for delinquent assessments shall not pass to the delinquent Owner's successors in ownership of the Lot unless expressly assumed by the successor(s). The Association shall record such liens in the Office of the Pierce County Auditor.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to (a) promote the recreation, health, safety and welfare of the residents of the Properties, and (b) for the improvements and maintenance of the Common Areas and Common Maintenance Areas as provided in [Article VI](#).

**Section 3. Annual Assessment.** Until January 1993, the annual assessment for Lots in THE ESTATES shall be \$360 per Lot. The annual assessment for all remaining Lots in Crystal Ridge shall be \$240 per Lot. Twenty-five percent (25%) of each and every annual assessment shall be allocated and paid to the Declarant for plat management services provided by the Declarant (or by a professional management firm hired by Declarant) to the Association. Such allocation of funds to the Declarant shall cease when the development period expires and the Association assumes collection costs, bookkeeping, and other management responsibilities which are described with particularity in the Bylaws of the Association. The

balance of the annual assessment shall be used by Declarant during the development period, and by the Association after the development period, for maintenance, repair, and other purposes permitted by this Declaration.

The annual assessment may be increased (after December 31, 1992) during the development period to reflect increased (1) maintenance costs, (2) repair costs, or (3) plat management costs. All increases during the development period must directly reflect increases in the above recited costs. During the development period, the Declarant shall have the authority to reduce the annual assessments if economic data supports such a reduction because of reduced maintenance costs or other anticipated Association expenses.

(a) During the development period, the maximum annual assessment may not be increased each year more than 10 percent (10%) above the maximum assessment for the previous year without a vote of the membership pursuant to [Section 3\(b\)](#) of Article VIII of this Declaration.

(b) After the development period expires, the maximum annual assessment may be increased by more than 10 percent (10%) (over the previous years' maximum annual assessment) only if two-thirds (2/3) of the members of the Association, who are voting in person or by proxy at a meeting duly called for this purpose, consent to such an increase.

(c) After the development period expires, the Board of Directors shall fix the annual assessment in accord with the above-recited standards.

#### [Section 4.](#)

(a) **[AMENDED]** [Special Assessment for Irrigation Improvements for "The Estates at Crystal Ridge"](#). For all Lots within "The Estates at Crystal Ridge," there is hereby levied an initial special assessment applicable only to these Lots, for the purposes of funding the installation of an automatic underground irrigation system which shall provide irrigation for all of the 7.5-foot wide landscape planter strip in the public right-of-way within THE ESTATES, together with corner landscaping to be installed by Declarant adjacent to the entry monuments for THE ESTATES. This special assessment shall be levied for a period of two years beginning in 1993, and terminating in 1994. Each annual assessment shall be \$450. Each such special annual assessment shall be due on the 1st of January of each of the calendar years 1993 and 1994. Notwithstanding anything in this Declaration to the contrary, this special annual assessment shall accrue to each of the Lots in THE ESTATES beginning on January 1, 1993, with the first annual special assessment. The Declarant shall be exempt from this annual special assessment. Upon the sale or transfer of each Lot in THE ESTATES by Declarant, the accrued annual special assessments shall become due and payable upon closing. By way of example, if a Lot is transferred or sold by Declarant in calendar year 1994, the full special assessment accrued for years 1993 and 1994, shall be paid at the time of said closing or transfer. For any closing during the calendar year prior to December 31, the new Owner shall be obligated for the full special assessment applicable for that calendar year regardless of when closing takes place prior to December 31 of that calendar year.

These annual special assessments shall be collected and deposited in a separate Homeowners Association account for the express purpose of paying for the cost of installing the entire irrigation system set forth herein for the mutual benefit of all residents within THE ESTATES. This shall include the cost for purchase of materials, payment of any City irrigation meter fees, all construction labor and taxes, together with bonds, insurance, and all applicable expenses thereto as necessary in order to accomplish the installation of this system. Furthermore, it is understood that the installation of this system shall take place in phases as individual sections of the sidewalk and related 7.5-foot wide landscaping improvements are constructed by the respective homeowners as further required in [Article XII](#), Section 12 of this Declaration, or at such other earlier time as may be determined by Declarant.

In the event there are insufficient funds in this special assessment account to enable the Association to pay for the installation of each respective section of said irrigation system, the Declarant, acting on behalf of the Association, may elect to loan the Association the funds necessary to accomplish the required installation either in whole or in part. Any such funds loaned by the Declarant to the Association shall be repaid as soon as funds are available, but in any event within one (1) year from the date such funds are advanced. Furthermore, said loans shall bear interest at the rate of ten percent (10%) per annum until paid.

The Declarant during the development period may levy an additional annual special assessment equally among the Lots within THE ESTATES for the purpose of providing additional funds to accomplish the installation of said irrigation system, to pay any loan fees and interest charges resulting from an advance of funds by Declarant, or to cover any other expenses otherwise related to this installation, including, but not limited to additional improvements for the entry landscaping and monumentation exclusively for THE ESTATES. However, any such election to authorize a subsequent special annual assessment shall be subject to the provisions of [Section 4\(b\)](#) of this Declaration.

In the event that any funds are remaining in the special assessment account for the irrigation system after all irrigation improvements have been installed in THE ESTATES, and after collection of the full amount due for this special assessment applicable to every Lot in THE ESTATES, any amount remaining shall be refunded to all Owners of Lots in THE ESTATES on a pro rata basis among every Lot Owner, after any loans made by Declarant have been repaid in full, together with accrued interest thereon.

(b) Subsequent Special Assessment for Capital Improvements. In addition to the annual assessments authorized in [Section 3](#) above, and the special assessment authorized in [Section 4\(a\)](#) above, the Association (or during the development period, the Declarant) may levy, in any assessment year, a common assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas or Common Maintenance Areas not prohibited by this Declaration, including fixtures and personal property related thereto, provided that any such assessment for those capital improvements or repairs exceeding \$10,000 shall have the assent of two-thirds (2/3) of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of the place, day, hour and purpose of any meeting called for the purpose of taking any action authorized under Sections [3](#) and [4\(b\)](#) of this Article shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first meeting called, the presence of 60 percent (60%) of the members of the Association or of proxies entitled to cast 60 percent (60%) of the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement; the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. In the event that a quorum is still not achieved at the second meeting, then the Declarant, during the development period, shall have the sole and exclusive authority to initiate a special assessment and carry out capital improvements more fully described in Section 4 herein without first obtaining the approval of the required number of members of the Association as further defined in Sections [4](#) and [5](#) herein.

Section 6. Uniform Rate of Assessment. Both annual and special assessments arising under [Article VIII](#), Sections [3](#), [4](#), and [11](#), must be fixed at a uniform rate for all Lots, provided, however, that, as stated in [Article VIII, Section 10](#), any unimproved Lot owned by the Declarant shall not be subject to any assessments or charges described in this Declaration. Assessments shall be collected on a monthly, bimonthly, quarterly, or annual basis as determined by the Declarant during the development period, or by the Association for periods after the development period.

Section 7. Date of Commencement of Annual Assessment: Due Dates. The annual assessments described in this Article shall commence during the first calendar month following recording of the plat of Crystal Ridge, or any division thereof. If the plat is recorded in divisions, then the annual assessment shall only apply to those Lots recorded within each division based on the date each division is recorded. The first annual assessment for each Lot Owner shall be adjusted according to the number of months remaining in the calendar year calculated from the date of recording of the division in which the Lot is located. After the development period expires, the Board of Directors shall fix the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject to such assessments. The due date shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments, Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent (12%) per annum. Each Owner hereby expressly vests in the Declarant during the development period, or the Association after the development period, or their agents the rights and powers to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Declarant or to the Association, as applicable, the power of sale in connection with such liens. The liens provided for in this Section shall be in favor of the Association and shall be for the benefit of the Association. The Association shall have the power to bid in an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorney fees incurred in collecting past due assessments or enforcing the terms of assessment liens (see [Article XVI, Section 5](#)). No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas, Common Maintenance Areas or



abandonment of his Lot.

The Association shall have the right to suspend the voting rights and enjoyment of Common Areas (see [Article VI, Section 1\[b\]](#)) of an Owner for any period during which any assessment against the Lot remains unpaid and for a period not to exceed sixty (60) days per infraction for any infraction of the terms of either this Declaration, the Articles or the Bylaws of the Association.

**Section 9. Subordination of the Lien to Mortgage.** The lien for assessments, provided for in this Article, shall be subordinate to the lien of any first mortgage or first deed of trust (“first mortgage”). Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, or the first mortgage holders acceptance of a deed in lieu of foreclosure, shall extinguish the lien created pursuant to this Article as to payments which become due prior to such sale or transfer. No sale or transfer, however, shall (a) relieve such Lot Owner or Lot from liability for any assessments thereafter becoming due nor from the lien thereof, nor (b) shall relieve the delinquent Owner from personal liability for the amount of the payments which become due prior to such sale or transfer, and for costs and attorney fees.

**Section 10. Exempt Property.** All property dedicated to and accepted by local public authority shall be exempt from the assessments provided for in this Article. Property and Lots within Crystal Ridge owned by Declarant, and all Common Areas, shall be exempt from any and all assessments provided for in this Declaration. This Section shall apply notwithstanding any other provision to the contrary in this Declaration.

**Section 11. Management by Declarant During the Development Period.** Declarant, at its option, shall have and may exercise all of the rights and powers herein given to the Association. Such rights and powers are reserved by the Declarant, its successors and assigns as provided in Article III. Declarant shall have the right and option to assess Owners for actual costs of maintaining Common Areas, Common Maintenance Areas, and rights-of-way, and to assess a plat management fee during the development period as set forth in [Article VIII, Section 3](#).

[AMENDED]

## ARTICLE IX

### MAINTENANCE OF LOTS [AMENDED]

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**Section 1. Exterior Maintenance by Owner.** Each Lot and Residence shall be maintained by the Owner in a neat, clean and sightly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, building materials, and other debris. All landscaping areas, including landscaping extending into the adjacent street right-of-way, shall be regularly maintained and trimmed to present a clean, neat, and well-maintained appearance. All refuse shall be kept in sanitary containers sealed from the view of any Lot; the containers shall regularly be emptied and the contents disposed of off the Properties. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles, or other equipment or device shall be permitted in open view from any Lot or right-of-way. (Vehicles, boats, trailers, trucks, campers, and recreational vehicles shall be referred to as “Vehicles.”) This provision shall exclude temporary (less than 24 hours) parking of Vehicles on the designated driveway areas adjacent to garages on the Lots. This paragraph is not meant to disallow permanent (more than 24 hours) parking or storage of Vehicles on the Lots, but if stored, Vehicles shall be adequately screened from view from the adjacent rights-of-way and Lots. Screening of such Vehicles must have the approval of the Committee. Upon 48 hours notice to the Owner of an improperly parked Vehicle, the Board has the authority to have towed, at the Owner’s expense, any Vehicles still visible from the right-of-way or adjacent Residences that have been parked on any Lot or within the right-of-way for more than 24 hours.

Notwithstanding the foregoing, Owners who have visiting guests intending to stay in such a Vehicle may secure written permission from the Board for such guests to park the Vehicle upon the Lot owned by the Owner for a maximum period of one (1) week. Such a privilege shall only exist, however, after the written permission has been obtained from the Board.



**Section 2. Easements for Enforcement Purposes.** Owners hereby grant to the Association an express easement for the purposes of going upon the Lots of Owners for the purpose of removing Vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration.

**Section 3. Lot Maintenance by the Association.** In the event that an Owner shall fail to maintain the exterior of his premises and the improvements situated thereon in a manner consistent with maintenance standards of tile Crystal Ridge community, including maintenance of landscaping required in the adjacent right-of-way as set forth in [Article XII, Section 12](#), the Board shall, upon receipt of written complaint of any Owner and the subsequent investigation which verifies that complaint, have the right through its agents and employees to enter upon the offending Owner's Lot and repair, maintain and restore the Lot and exterior of the improvements on that Lot if the Owner shall fail to respond in a manner satisfactory to the Board within forty-five (45) days after mailing of adequate notice by certified mail to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law for enforcement of labor liens and materialman's liens. In the event that the estimated cost of such repair should exceed one-half of one percent (0.50%) of the County Tax Assessor assessed value of the Lot and improvements on the Lot, the Board shall be required to have the assent of two-thirds (2/3) of the Members before undertaking such repairs.

**Section 4. Enforcement During the Development Period.** During the development period, the Declarant may elect to exercise and perform the functions of the Board. If the Declarant elects not to perform this function or at any time elects to no longer perform this function, the Declarant may appoint the Temporary Board to function as provided herein.

## ARTICLE X

# HOMEOWNERS ASSOCIATION

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**Section 1. Non-Profit Corporation.** The Association shall be a non-profit corporation under the laws of the state of Washington.

**Section 2. Membership.** Every person or entity (including Declarant) who is an Owner of any Lot shall become a member of the Association. Membership shall be appurtenant to the Lot and may not be separated from ownership of any Lot and shall not be assigned or conveyed in any way except upon the transfer of title to, or a real estate contract vendee's interest in said Lot and then only to the transferee of either the title to the Lot or the vendee's interest in the Lot. All Owners shall have the rights and duties specified in this Declaration, the Articles and the Bylaws of the Association.

**Section 3. [AMENDED] Voting Rights.** The Association shall have two (2) classes of voting membership:

**Class A:** Class A members shall be all Owners, with the exceptions of (i) the Declarant while the Declarant is a Class B member, and (ii) the Owners of Lots described as exempt in the Declaration. Class A members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they by majority determine, but in no event shall more than one (1) vote be cast with respect to any Lot, nor shall any vote be divided. When more than one person holds an interest in any Lot, all such persons shall unanimously designate (in writing delivered to the secretary of the Association) one of the persons (owning an interest in the Lot) to vote (in person or by proxy) the vote for such Lot.

**Class B:** Class B member(s) shall be the Declarant (as defined in this Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on January 1, 1999. The Declarant shall become a Class A member as to any Lots owned by the Declarant on January 1, 1999.

The voting rights of any Owner may be suspended as provided for either in this Declaration, or in the Articles, or in the Bylaws of the Association. The Declarant, during the development period, or the Association, after the Development period, shall have the right to suspend the voting rights of a member for (i) any period during which any assessment, or any other charge (as defined in [Article XVI, Section 6](#)), against the Lot remains unpaid, and (ii) for a period of not to exceed

sixty (60) days each for any (and for each separate) infraction of the terms of this Declaration, the Articles or the Bylaws of the Association.

**Section 4. Meetings.** Meetings shall be conducted in accord with the specifications set forth in the Bylaws of Crystal Ridge Homeowners Association.

# ARTICLE XI

## MANAGEMENT BY BOARD

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**Section 1. [AMENDED] Expiration of the Development Period.** Upon expiration of the Declarant's management authority under [Article III](#), all administrative power and authority shall vest in a Board of three directors who need not be members of the Association. The Association, by amendment of the Bylaws, may increase the number of directors. All Board positions shall be open for election at the first annual meeting after termination of the development period under [Article III](#).

**Section 2. Terms.** The terms which the Board members will serve are defined in the Bylaws.

**Section 3. Powers of the Board.** All powers of the Board must be exercised in accord with the specifications which are set forth in the Bylaws. The Board, for the benefit of all the Properties and the Lot Owners, shall enforce the provisions of this Declaration and the Bylaws. In addition to the duties and powers imposed by the Bylaws and any resolution of the Association that may be hereafter adopted, the Board shall have the power and be responsible for the following, in way of explanation but not limitation:

- (a) **Insurance.** Obtain policies of insurance for Common Areas and Common Maintenance Areas.
- (b) **Legal and Accounting Services.** Obtain legal and accounting services if necessary to the administration of Association affairs, administration of the Common Areas and Common Maintenance Areas, or the enforcement of this Declaration.
- (c) **Maintenance.** Pay from Association funds, all costs of maintaining the Common Areas and Common Maintenance Areas.
- (d) **Maintenance of Lots.** Subject to the requirements of [Article IX, Section 3](#), maintain any Lot if such maintenance is reasonably necessary in the judgment of the Board to (1) protect Common Maintenance Areas, or (2) to preserve the appearance and value of the Properties or Lot. The Board may authorize such maintenance activities if the Owner or Owners of the Lot have failed or refused to perform maintenance within a reasonable time after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner or Owners of such Lot and the Lot for the cost of such maintenance.
- (e) **Discharge of Liens.** The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire Properties or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Properties rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the entire cost of discharging the lien(s) and all of any costs or expenses, including reasonable attorney fees and costs of title search incurred by the Board by reason of such lien or liens. Such fees and costs shall be assessed against the Owner or Owners and the Lot(s) responsible to the extent of their responsibility.
- (f) **Utilities.** Pay all utility charges attributable to Common Areas and Common Maintenance Areas.
- (g) **Security.** Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Areas and Common Maintenance Areas constituting the residential community created on the Properties.
- (h) **Right to Contract.** Have the exclusive right to contract for goods, services, maintenance, and capital improvements provided, however, that such right of contract shall be subject to the provisions of this Declaration.
- (i) **Improvement of Common Areas and Common Maintenance Areas.** Improve the Common Areas and Common Maintenance Areas with capital improvements to such Common Areas and Common Maintenance Areas; provided that for those capital improvements exceeding \$10,000, the addition of such capital improvements to the Common Areas and

Common Maintenance Areas must be approved by two-thirds (2/3) of the members of the Association who are voting in person or by proxy at a meeting duly called for this purpose (subject to notice and quorum requirements as set forth in [Article VIII Section 5](#) herein). This approval is not required for the special assessment set forth in [Section 4\(a\)](#).

(j) [Right of Entry](#). Enter any Lot or Residence, when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees shall attempt to give notice to the Owner or occupant of any Lot or Residence 24 hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the Association's expense, if the entry was due to an emergency (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot and against the Owner of the Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot and against the Owner of that Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specially assessed against the Owner of the other Lot and against the other Lot.

(k) [Promulgation of Rules](#). Adopt and publish any rules and regulations governing the members and their guests and establish penalties for any infraction thereof.

(l) [Declaration of Vacancies](#). Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three (3) consecutive regular meetings of the Board.

(m) [Employment of Manager](#). Employ a manager, as independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees.

(n) [Payment for Goods and Services](#). Pay for all goods and services required for the proper functioning of the Common Areas and Common Maintenance Areas.

(o) [Impose Assessments](#). Impose annual and special assessments.

(p) [Bank Account](#). Open a bank account on behalf of the Association and designate the signatories required.

(q) [Exercise of Powers, Duties and Authority](#). Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions by the Bylaws, Articles of Incorporation, or this Declaration. The Board shall have all powers and authority permitted to it under this Declaration and the Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

[Section 4](#). This Article XI is subject to the provisions of [Article III](#).

## ARTICLE XII

# LAND USE RESTRICTIONS

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[Section 1](#). **[AMENDED]** All Lots within Crystal Ridge shall be used solely for private single-family residential purposes. Private single-family residences shall consist of no less than one (1) Lot, and no Lot shall ever be further subdivided. No Residence shall be constructed which exceeds the allowable height set forth in the City of Puyallup Zoning Code for this zone, or as set forth in [Article XII Section 15](#). Each Residence must have a private enclosed car shelter for not less than two (2) cars. No single structure shall be altered to provide residence for more than one (1) family.

Minimum area requirements for dwelling sizes will be applicable for all construction in Crystal Ridge. Separate dwelling size limitations shall be applicable to THE ESTATES. Every dwelling constructed on a Lot in Crystal Ridge shall meet or exceed the minimum area limitations set forth below:

	THE ESTATES	All Other Lots in Crystal Ridge
Rambler Style Residence	1,800 square feet	1,350 square feet
Multi-Story Residence	2,200 square feet	1,700 square feet

Qualifying Notes:

1. A basement in a rambler-style house will not qualify as a multi-story residence.
2. Daylight basements for rambler-style houses will not qualify as multi-story residences.
3. Tri-level residences shall meet the minimum total square footage requirement for multi-story residences.
4. In computing the total square footage of a residence, basements shall not be included, nor shall garages or enclosed

decks be included.

Section 2. No Lot shall be used in a fashion which unreasonably interferes with any other Owner's right to use and enjoy the other Owner's Lots. The Board, the Committee designated by it, or the Declarant during the development period, shall determine whether any given use of a Site unreasonably interferes with those rights; such determinations shall be conclusive.

Section 3.

(a) No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done or maintained on the Properties which may become an activity or condition which unreasonably interferes with the rights this Declarant gives other Owners to use and enjoy any part of the Properties. No activity or condition shall be conducted or maintained on any part of the Properties which detracts from the value of the Properties as a residential community. No untidy or unsightly condition shall be maintained on any property. Untidy conditions shall include, but are not limited to, publicly visible storage of wood, boats, trailers, mobile homes, recreational vehicles, disabled vehicles of any kind whatsoever, and landscaping which is not properly maintained.

(b) Notwithstanding anything in Section 3(a) of this Article XII to the contrary, during the development period the Declarant may permit trailers ("temporary trailers") to be placed upon Owner's Lots to facilitate the sale of the Lots and the construction of residences (and residence-associated improvements) upon the Lots. All such temporary trailers shall be placed only upon either (A) a Lot being sold by the Lot's Owner, or (B) the Lot upon which a residence is being constructed by the Lot's Owner. No such temporary trailers shall be placed, without Declarant's permission, on any other portion of the property described on the attached Exhibits "A" and "B" and the adjacent rights-of-way. The Declarant specifically, in the Declarant's sole discretion, may (i) completely deny an Owner permission to place a temporary trailer on the Owner's Lot, (ii) require any temporary trailer placed upon the Lot to be placed in such a location as to minimize view from public rights-of-way or from residences on other Lots, or (iii) impose landscaping requirements which the Declarant, in the Declarant's sole discretion, may require, to improve the appearance of the temporary trailer on the Lot.

Section 4. [AMENDED] Fences, walls or hedgerows are permitted on side and rear property lines, up to within the greater of (i) 25 feet of the front property line, or (ii) the distance between the front Lot line and the front wall (facade) of the primary Residence, subject to (1) the approval of the Committee and (2) determination whether such fences, walls or hedgerows would interfere with utility easements reflected on the face of the plat and other easements elsewhere recorded. In no event shall any fences, walls or hedgerows be allowed between the front Lot line and the front wall (facade) of the primary Residence. No barbed wire, chain link, or corrugated fiberglass fences shall be erected on any Lot, except that chain link fencing for sports facility enclosures may be considered for approval by the Committee upon request. All fences, open and solid, are to be consistent with the standards set by the Committee and must be approved by the Committee prior to construction. The Committee may make available a fence design which shall be used by all Owners in a specific division of the plat. The Committee may also designate the approved colors for fence installations. Any fencing installed in the plat on any Lot which does not meet the standards set forth by the Committee shall be removed at Owner's expense upon demand by the Committee.

For corner Lots or panhandle Lots, fencing closer to the front property line than as otherwise allowed in this section may be approved upon review by the Committee.

Section 5. No mobile or "manufactured" homes, trailers, structures of a temporary character, recreational vehicle, basement, tent, shack, garage, barn, or other out buildings shall be used on any Lot at any time as a Residence, either temporarily or permanently. No vehicles parked in public rights-of-way may be used temporarily or permanently for residential purposes.

Section 6. Mining. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted on or in any Lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Oil storage for residential heating purposes is permissible if the storage tank is buried, any necessary permits are obtained, and the storage complies with all applicable environmental laws, rules, and regulations.



**Section 7. Building Setbacks.** No structures shall be located within 25 feet of the front line or nearer to the front or side street line than minimum dwelling setback lines required by relevant public zoning ordinance. For the purpose of this Covenant, eaves, steps, chimneys, and open porches shall not be considered as part of the dwelling; provided, however, that this shall not be considered to permit any portion of a dwelling on a Lot to encroach upon any required setbacks by local codes, or to encroach upon another Lot or upon any easements indicated on the face of the plat or as otherwise recorded, or upon the Common Areas or Common Maintenance Areas. In no event shall any structures violate any provisions of any applicable building or zoning ordinance, or any specific setbacks as set forth on the recorded plat map, or any setbacks imposed through the establishment of easements for utilities or access. The Declarant, during the development period, reserves the right to require greater front yard setbacks for certain lots in THE ESTATES in order to help preserve views of nearby lots.

**Section 8. Signs.**

(a) **[AMENDED]** No signs, billboards, or other advertising structures or devices shall be displayed to the public view on any Lot except One (1) sign not to exceed four (4) square feet in area may be placed on a Lot to offer the property for sale or rent. The sign may also be used by a builder to advertise the property during the construction and sale period. Political yard signs, not more than eight (8) square feet in area, of a temporary nature, will be allowed during campaign periods on Lots. Within five (5) days after the date of the election to which the sign refers, such signs must be removed from Lots. This Section 8(a) (including, but not limited to, the restrictions on the number of signs and the sign size limit) shall not apply to signs approved under Section 8(b) of this Article XII by the Declarant during the development period.

(b)(1) **[AMENDED]** The Declarant may, but is not required to, establish, for the duration of the development period, signage guidelines and standards for Lot identification signs, realtor identification signs, “for sale” signs, and other signage that may be placed by Owners or parties other than the Declarant on any part of the Lots within Crystal Ridge, the Common Areas, Common Maintenance Areas, or public rights-of-way. The Declarant may, but is not required to, also develop an overall theme for signage within the project, including specific requirements for physical sign installations and size requirements, which theme will then become part of the established guidelines and standards for signage in Crystal Ridge during the development period. In the event such guidelines are established, the Declarant shall make the signage guidelines and standards available upon request to Lot Owners and their representatives, including both builders and real estate agents of Lot Owners.

(b)(2) During the development period, the Declarant shall have the sole and exclusive right to approve, in the Declarant’s sole discretion, any and all signage installations within any part of the real property encompassed within the plat of Crystal Ridge, including the adjacent rights-of-way. Every Owner of a Lot in Crystal Ridge, and any builder or real estate agent on behalf of an Owner, shall submit any proposed signs to the Declarant for approval prior to installation of the signs. Any signs not specifically approved by the Declarant found anywhere on Lots in Crystal Ridge, the Common Areas, the Common Maintenance Areas, (or any other portion of the property identified on the attached Exhibits “A” and “B”), or on adjacent rights-of-way, may be promptly removed and disposed of by the Declarant. The absolute right of the Declarant to remove unauthorized signs from the Premises specifically includes, but is not limited to, the Declarant’s right to remove any and all signs placed by real estate agencies or their representatives, including temporary reader board signs and other signage installations.

No person, including, but not limited to, the person or persons owning any interest in the signs removed, shall be entitled to compensation of any kind for sign(s) removed by Declarant pursuant to this Section.

(b)(3)(i) The Declarant, during the development period, may also require than an Owner install a specific Lot identification sign on the Owner’s Lot. All such Lot identification signs shall meet any signage guidelines and standards established by Declarant under this Section 8(b). The Lot identification signs shall be constructed and installed at the sole expense of Owner. The Lot identification sign shall remain on the premises regardless of any transfer of Lot ownership until such time as the Declarant determines that a Lot identification sign is no longer necessary for marketing purposes.

(ii) Notwithstanding anything in [Section 8\(b\)\(3\)\(i\)](#) to the contrary, the Declarant will not require an Owner to install a specific Lot identification sign if both (A) the Owner already resides in a completed residence on the Lot, and (B) the Owner does not intend to sell the Lot within the next two (2) years. Any Owner claiming exemption from the specific Lot identification sign requirement of this Section (b) shall, upon request, furnish to Declarant an affidavit under oath



confirming that the Owner intends to reside indefinitely in the completed residence on the Lot and does not intend to sell the Lot within two (2) years from the date of the affidavit.

(iii) If an Owner fails to obtain and install a specific Lot identification sign within fourteen (14) days of written request by Declarant, the Declarant may obtain and install a Lot identification sign for the Owner's Lot. During the development period, Owner shall not remove the sign without Declarant's consent. The Owner shall, upon demand, reimburse Declarant for all costs of making and installing the specific Lot identification sign. Declarant's cost of obtaining and installing the sign shall be a lien upon the Owner's Lot, and a personal obligation of the Owner, and shall be an "other charge" for purposes of [Article XVI, Section 6](#). Interest shall accrue pursuant to [Article XVI, Section 6](#), on any unpaid amounts due Declarant under this Section, which interest shall accrue from the date ten (10) days after the Owner's receipt of written demand for repayment.

(c) The Board may cause any sign placed on Properties, in violation of this [Article XII, Section 8](#), to be removed and destroyed without compensation of any kind to anyone including, but not limited to, any persons having an ownership interest in the sign. This Section shall not apply to signage placed by Declarant (see Section 8(d) of this Article XII).

(d)(i) Additional signage may be installed by Declarant during the "development period" to promote the sale of Lots or houses, and to promote Declarant's project and company. Notwithstanding anything in this Section 8 of Article XII to the contrary, signs placed by the Declarant shall not be subject to any sign restrictions, and specifically shall not be subject to the limitation set forth in [Section 8\(a\) of this Article XII](#) on the number of signs and the size of signs. The Declarant shall not be subject to any guidelines or standards established by Declarant for other parties pursuant to this [Section 8\(b\) of Article XII](#).

(d)(ii) Under no circumstances shall the Declarant be liable for, or be required to pay, for all or any part of the construction, installation, or maintenance of any signs which are placed upon any Lot not owned by the Declarant. This Section shall apply even if Declarant requires an Owner to place a sign pursuant to this [Section 8 of Article XII](#).

(e) The Declarant further reserves the option to include the identification of Novastar Enterprises Inc. on the entry monument signage for the properties at the time of installation of said entry monumentation. This identification shall either be "A Novastar Community" or "Novastar Development Company," at Novastar Enterprises Inc. option. Once installed, the Association shall be responsible to maintain this signage and identification in good condition, along with the plat identification signage for the duration of these Covenants, Conditions and Restrictions as provided for in [Article XVI, Section 1](#), or until such time as Novastar Enterprises Inc. consents or elects to remove this identification. Each owner hereby covenants that this section of the CC&Rs shall not be amended without the express written approval of Novastar Enterprises Inc., even after expiration of the development period.

[Section 9. Animals.](#) No animals, except dogs, cats, caged birds, fish and tanks, and other small household pets, will be permitted on Lots. Dogs shall not be allowed to run at large or to create a disturbance for other Owners in the plat. Leashed animals are permitted within rights-of-way when accompanied by their Owners. Efforts shall be made by the person accompanying the animal to exercise "scooping" of animal waste. All pens and enclosures must be approved by the Committee prior to construction and shall be kept clean and odor free at all times. If the investigation of the Board indicates that animals are kept in violation of this Section, the Board will give the Owner ten (10) days' written notice of the violation. Such violation must be remedied by the Owner within ten (10) days. Failure to comply with the written notice will result in a fine of \$25 per day. Any fine imposed by this Section shall be the personal obligation of the fined Owner and a lien on the Lot of the fined Owner. The Association shall be entitled to attorney fees and costs for any action taken to collect such fines in accordance with the provisions of [Article XVI, Section 5](#).

[Section 10. Driveways.](#) All driveways shall be paved with exposed aggregate concrete, unless otherwise approved by the Committee.

[Section 11. Delegation of Use and Responsibilities.](#) Any owner may delegate, to members of his family or his tenants, in accordance with the Bylaws of Crystal Ridge Homeowners Association, the Owner's right of enjoyment of Common Areas and Common Maintenance Areas. In the event an Owner rents or leases his property, a copy of this Declaration, as well as any rules and regulations that may be adopted by the Association, shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service personnel of the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association as they may relate to appropriate community behavior. Each Owner personally, and the Owner's Lot, shall be responsible for any damages to any Common Areas and Common Maintenance Areas (or any other area maintained by the

Association) or to any other Association property, whether real or personal, caused by an Owner's family, guest, tenant, agent, workman, contractor or other licensee or invitee. The Association shall have a lien upon the Owner's Lot for the amount of damages.

**Section 12. [AMENDED] Landscaping Standards.** The entire front yard, including up to the edge of the curb in the adjacent right-of-way fronting any Lot within Crystal Ridge shall be landscaped in accordance with the provisions of this Section 12. The landscaping shall be installed within sixty (60) days of the receipt of a Certificate of Occupancy, or within eight (8) months from the date that construction is initiated, whichever date is earlier. If inclement weather conditions prevent the timely installation of said landscaping improvements, the Lot Owner must make application to the Committee for an extension of time until weather conditions sufficiently improve. For corner Lots, the "front yard" shall mean the frontage on both streets, such that both street frontages and yards must be landscaped.

Each Owner within Crystal Ridge shall be required to install a 4-inch round PVC irrigation sleeve 12 inches below grade and 12 inches behind the existing concrete curb under the driveway apron to be constructed for each Lot. This irrigation sleeve shall be extended a minimum of 12 inches beyond the limit of the driveway apron on each side and shall be capped for future use by the Association. This requirement shall apply to all Lot Owners in Crystal Ridge. In the event that this irrigation sleeve is not installed by each Owner at the time of installation of each respective driveway apron, and in the event that the Association installs or contracts for the installation of an irrigation system within the 7.5-foot wide landscape planter strips, each Lot Owner that fails to provide the required irrigation sleeve shall subsequently bear the cost of providing the sleeve at no cost to the Association when requested by the Association to do so.

"Front yard" shall be defined as the Lot area extending from the front property line back to a line measured parallel with the front property line which would coincide with the front wall of the main dwelling on the Lot, exclusive of any garage projections.

The front yard landscaping shall include all of the adjacent street right-of-way along the Lot frontage out to the edge of the curb in the street.

For all Lots in THE ESTATES, the entire Lot shall be landscaped within the time limits set forth in this Section 12, including all side and rear yard areas.

Landscaping on each Lot shall incorporate the use of significant grass sod or seeded areas visible from the adjacent right-of-way. At least 50 percent of the area of every front yard, shall be maintained as lawn area unless otherwise approved by the Committee. Lots with severe grades may be exempt from this requirement, provided a suitable alternative landscape plan is approved by the Committee. For corner Lots with visible back yard areas from the adjacent street right-of-way, landscaping shall be provided on the entire Lot area as set forth in this Section 12, unless otherwise approved by the Committee.

Each Owner shall be required to install landscaping within the 7.5-foot wide planter strip in the street right-of-way fronting every Lot between the curb and sidewalk. This landscaping shall include proper soil preparation, installation of grass sod, and street trees, all in accordance with the approved Crystal Ridge Landscaping Plan prepared by Declarant, approved by the City of Puyallup and on file in the City of Puyallup Planning Department. Each Owner shall contact the Committee to obtain information about where the approved street trees can be purchased, where the sod should be purchased, and what special conditions, if any, may apply to the installation of said improvements. Once each Owner has completed all required landscaping improvements, the Committee shall be notified and an inspection requested. Upon approval of the installation by the Committee, as well as the City of Puyallup, the planter strips and street trees shall thereafter be maintained by each Owner in accordance with this Section 12, except as set forth below. In the event an Owner fails to properly maintain the 7.5-foot wide planter strip, the Association may undertake to perform corrective maintenance, with the costs of said maintenance to be billed to the Owner, which shall then be considered an assessment subject to the provisions of [Article VIII, Section 8](#).

For every Lot in THE ESTATES, a fully automatic underground irrigation system will be installed by the Homeowners Association, with the installation to be paid for through a special assessment to be levied equally against each of the Lots in THE ESTATES as set forth in Article VIII, Section 4(a). This assessment and requirement shall not apply to other Lots in

Crystal Ridge. The Committee shall be given sufficient notice, (30 days minimum), as to when the installation of landscaping within the planter strip for each Owner in THE ESTATES is to take place by Owner, so that the Committee can coordinate the installation of the irrigation system mainline improvements within the planter strip, if such improvements have not already been completed by the Committee or Declarant. Each Owner in THE ESTATES shall be responsible for adjusting any irrigation heads, installing new heads, or otherwise making connections to the mainline irrigation system within these 7.5-foot wide planter strips as directed by the Committee so that the completed landscaping will be properly watered with the irrigation improvements to be maintained by the Association within THE ESTATES. Within THE ESTATES, the Association shall be responsible for maintenance and upkeep of the 7.5-foot wide planter strips together with the street trees and irrigation system after each Owner has completed the required landscaping improvements and the Committee has approved of the installation as set forth above. The cost for maintaining the 7.5-foot wide landscape planter strips within THE ESTATES shall be paid for exclusively by Owners of Lots within THE ESTATES through the increased annual assessment as set forth in [Article VIII, Section 3](#).

For all Owners of corner Lots in Crystal Ridge, the Association hereby reserves unto itself the exclusive right to install underground irrigation improvements behind the sidewalk within the front 10 feet of each respective corner Lot for a distance extending 10 feet on each end of the sidewalk radius and including the sidewalk radius. This right shall be for the purpose of allowing the Association, if necessary, to connect irrigation system improvements within the adjacent 7.5-foot wide landscape planter strips. If any landscaping improvements in this easement area are disturbed by the Association to accomplish the installation of such irrigation improvements, the Association shall be fully responsible for restoring the disturbed yard areas to be in reasonable conformance with pre-existing conditions at the time of construction.

On Lots with native vegetation and significant trees remaining after completion of all plat construction by Declarant, each Owner of said Lots shall be required to retain as many significant trees (trees with a trunk diameter of at least 8 inches measured at a height of 36 inches from the ground level) as possible as part of the final Lot grading and landscaping improvements during and after house construction. Clear cutting of a Lot without prior approval of the Committee is not allowed. Each Owner shall submit a plot plan to the Committee as required in [Article XV, Section 8\(g\)](#), which identifies all significant trees to be removed, subject to approval of the Committee. This section is not intended to prevent any Owner from reasonable use and enjoyment of their Lot, or to prevent any Owner from removing trees to enhance scenic views.

In the event water restrictions or shortages are imposed by the municipal water purveyor, the deadlines for installation of landscaping and certain maintenance requirements directly dependent upon available water supplies as set forth in this section shall be temporarily suspended until such time as the water restrictions are removed. Upon termination of water restrictions by the municipal water purveyor, the suspension of the installation and maintenance requirements of this Section 12 will be terminated as well.

**Section 13. [AMENDED] Requirement for Masonry Construction on Chimneys (Affects Lots in THE ESTATES Only).**

- (a) The primary fireplace chimney in each residence in THE ESTATES shall be constructed of masonry brick material approved by the Committee except where both (i) the primary fireplace chimney is located on the back of the house opposite the street frontage, and (ii) the main part of the chimney is not visible from any street (an "approved non-masonry chimney"). For residences with more than one fireplace, only the primary fireplace chimney most visible from the adjacent right-of-way shall, if required by the previous sentence, be required to be of masonry brick construction.
- (b) The Committee (or the Declarant, during the development period) shall have sole authority to approve non-masonry fireplace chimneys qualifying for the exemption from masonry construction set forth in [Section 13\(a\)](#) of this Article XII. The Committee shall review the criteria of [Section 13\(a\)](#) of this Article XII prior to approving any residential structure without any brick masonry construction on fireplace chimneys.
- (c) No metal flues nor metal chimneys will be allowed on any residences or other buildings constructed on any Lot within the plat of Crystal Ridge unless enclosed within appropriate wood or masonry materials.
- (d) Unless otherwise approved by the Committee, residences otherwise qualifying for exemption from the masonry fireplace construction requirement of [Section 13\(a\)](#) shall have "make-up" masonry construction. The "make-up" masonry construction shall be brick masonry construction visible from the adjoining street right-of-way and shall be an amount equal to a minimum of 200 square feet of brick masonry facing, unless otherwise approved by the Committee.

**Section 14. Garages.** Each Residence in Crystal Ridge shall incorporate a minimum two-car garage designed and

constructed as an integral part of said Residence. In special circumstances, a detached garage may be approved by the Committee.

**Section 15. [AMENDED] Maximum Structure Height Limitations/View Preservation.** Certain Lots within THE ESTATES have been designated by the Declarant as potential view Lots, or Lots which require special building restrictions to preserve potential views that may be enjoyed by adjoining or nearby Lots. The decision of which Lots are affected by this consideration has been made in Declarant's sole discretion, and is not intended to represent or warrant in any way that any scenic views will or will not be possible from a specific Lot in the plat of THE ESTATES, whether identified in this list of Lots or not. The Declarant has used its best judgment in identifying certain Lots that have potential for the preservation or enjoyment of certain scenic views, and has imposed specific building height limitations on certain Lots to provide the opportunity to assist in the protection or enhancement of this view potential. These restrictions are in no way intended to guarantee or warrant that views will or will not be available or protected on or from any Lot in THE ESTATES.

The Lots that are specifically subject to building height restrictions are summarized in the following list. Each Lot number includes a reference elevation which represents the maximum elevation height (ridge height) for any manmade structure that can be constructed on said Lot. The maximum height shall apply to the top-most point of any structure. Each elevation listed is referenced to City of Puyallup datum. For purposes of referencing this elevation, an elevation of 392.04 has been established in the top of the monument case placed in the street at the intersection of Crystal Ridge Drive S.E. and Crystal Lane Loop S.E., respectively. All elevations listed in this section are referenced to this specific base elevation, which shall also be known as a "benchmark elevation."

The Committee shall be given the responsibility and shall have the authority to review and approve or disapprove of all proposed plans for construction of residences on Lots in THE ESTATES affected by view limitations set forth in the following list. The acts of the Committee shall be deemed final, and shall be carried out in accordance with Article XV, Section 10, in this Declaration.

## THE ESTATES AT CRYSTAL RIDGE VIEW PROTECTION

LOT NUMBER	MAXIMUM RIDGE HEIGHT*
13	469
14	458
15	457
16	450
17	445
18	445
19	458
20	453
21	453
22	453
23	448
24	438
25	438
26	425
27	420
28	408
32	395
33	390
34	385
43	400
44	410



45	410
61	430
62	450
63	455
64	465
65	470
66	474
67	475

\* Vertical height is based on City of Puyallup datum. Monuments in the streets may be utilized for vertical reference.

**Section 16. [AMENDED] Maintenance of Tree and Plant Height (Affects Lots in THE ESTATES Only).** On Lots which have a ridge height limitation as set forth in [Section 15 in this Article XII](#), no trees, shrubs, hedges, or plants of any kind over six (6) feet high may be allowed to block the view of Mount Rainier or The Cascades or the valley floor for those upslope or adjacent Lots which would be adversely affected by such vegetation. If any tree, plant, hedge, etc., grows above six (6) feet high and partially or completely blocks said views from any of these affected Lots, the Owners of Lots whose view is blocked may, at their expense, trim said trees, plants, etc., down to a level that is not blocking their view, but in any event not less than six (6) feet in height. However, any other damage and/or liability incurred by the trimming and removal of slash from trees or plants shall not be waived. All work must be accomplished in a neat and clean manner by a licensed and bonded contractor and all landscaping returned to its original condition. Furthermore, prior to any such trimming action by the affected Owner, the Owner on whose Lot the vegetation exists shall first be notified in writing, and the timing for the activity shall be coordinated to accommodate each Owner involved. In the event of any dispute, both Owners shall present their case to the Committee, and the Committee shall decide whether the vegetation should be trimmed or not.

## ARTICLE XIII

# BUILDING RESTRICTIONS

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**Section 1. [AMENDED] Building Materials.** All homes constructed on each Lot shall be built of new materials, with the exception of “decor” items such as used brick, weathered planking, and similar items. The Committee will determine whether a used material is a “decor” item. In making this determination, the Committee will consider whether the material harmonizes with the aesthetic character of Crystal Ridge development and whether the material would add to the attractive development of the subdivision.

All roofs are to be of cedar shake, shingle, tile, or “woodruff” type. No asphalt shingles or composition style roofs shall be allowed. For all Lots in THE ESTATES, all siding and trim are to be of resawn wood or “LP”-type siding of a color to be approved by the Committee. For all other Lots in Crystal Ridge, this requirement shall apply for the wall of each structure which faces directly to the adjacent street. For corner Lots, both sides facing the street shall be subject to this requirement. For the remaining sides of each structure not directly facing the street for Lots in Crystal Ridge, except in THE ESTATES, T-111 type plywood siding with consistent vertical or horizontal grooves with the street side wall may be allowed, so long as the color and quality are consistent. All visible masonry shall be new brick or tile. Decorative-type materials simulating masonry may be allowed by the Committee in certain applications, except in THE ESTATES. Decorative-type “used” brick shall be considered an acceptable masonry material for all Lots in Crystal Ridge.

The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings and landscaping within Crystal Ridge. Exterior colors must be approved by the Committee. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built, and maintained to be compatible with the exterior of the structure they adjoin. Generally, colors shall be soft earth tones, beiges, or pastels, and similar shades.

**Section 2. Maintenance of Lots During the Construction Period.** Each Lot Owner, exclusive of the Declarant shall have a



responsibility to generally maintain the Lot in either a natural forested condition prior to any clearing, or in a neat and clean appearance after construction commences for a Residence on said Lot. After clearing of vegetation for construction, the debris from the clearing operation shall be promptly removed from the Lot and disposed of off site in an approved location. In no case shall any vegetation cleared from one Lot be deposited on an adjacent Lot or on any Common Areas or Common Maintenance Areas.

During construction of each Residence, periodic efforts shall be made by the Owner, or the Owner's construction representatives, to pick up scrap materials and other construction debris and to periodically dispose of said materials. No dumping of any such debris or refuse shall be allowed on adjoining Lots or on any Common Areas or Common Maintenance Areas within the plat of Crystal Ridge. Upon completion of the construction on any Lot and prior to the occupancy of the structure, the Lot Owner shall be responsible for keeping the landscaping improvements and the structure itself in a clean and neat appearance. This shall include the responsibility for regular landscape maintenance, watering, trimming, and upkeep to present a finished, manicured appearance of said premises from the adjacent right-of-way. In the event that the Lot Owner, or Owner's construction representative(s), fails to meet the standards set forth in this Section, the Board shall have the right to complete such clean-up activity in accordance with the provisions as set forth in [Article IX](#).

**Section 3. [AMENDED] Plan Checks/Construction Cleanup Fee.** Each Lot Owner shall be required to clean up the Lot within ten (10) days of receiving a Certificate of Occupancy. Such Lot Owners shall, upon application to the Committee for approval of house plans, be required to pay a \$450 fee to the Committee or the Declarant as set forth below, to be used as follows:

- (a) \$50 for house plan check to the Committee as provided in [Section 9 of Article XV](#); and
- (b)(1) \$250 as a damage deposit to the Declarant until expiration of the development period, then to the Committee, to be held without interest until house construction is complete. The damage deposit will be used in the event the Owner does not comply with all construction standards, clean-up standards, and landscape installation and maintenance standards contained in [Articles XII](#) and [XIII](#) of this Declaration (the "Completion Standards").

If the Owner does not comply with the Completion Standards, the Committee may handle the clean-up, landscape installation or maintenance, or any other actions required to bring the construction and Lot completion into compliance with this Declaration.

The cost of any actions taken by the Committee pursuant to this section shall be deducted from the \$250 deposit. If the cost of the actions taken by the Committee pursuant to this section exceeds the deposit, the additional expense shall be the personal obligation of the Owner of the Lot, a lien upon the Lot, an "other charge" for purposes of [Article XVI, Section 6](#), and shall be paid to the Association upon demand.

Notwithstanding anything in this section or the Declaration to the contrary, neither the Declarant nor the Committee shall be obligated to take any action required to clean up a Lot, nor to bring a residence, landscaping, or other improvements on a Lot into compliance with the Completion Standards nor with other requirements of this Declaration. The Declarant or the Committee may take such action as the Declarant wishes; however, any action taken by the Declarant or the Committee shall not impose any requirement on the Declarant or the Committee to initiate or complete any other actions necessary or advisable to clean up the Lot or otherwise bring the construction and landscaping into compliance with the Completed Standards and this Declaration.

- (b)(2) Once all of the construction on a specific Lot has been completed by the Owner, including all required landscaping improvements on site and within the adjoining rights-of-way as set forth in this Declaration, the Owner may request a refund of the \$250 damage deposit.

Within thirty (30) days from receiving said notice, the Committee, or designated representative, shall conduct a site inspection to verify that the Owner appears to have met all Completion Standards (as defined in [Section 3\(b\)\(1\) of this Article XIII](#)). If all Completion Standards appear to have been met, then the damage deposit shall be returned to the Owner within ninety (90) days of the original date of the Committee's receipt of the request for the refund.

Return of all or any portion of the damage deposit shall not under any circumstances constitute a representation or warranty by the Declarant or by the Committee to the Owner, other Lot Owners, the Association, or anyone else, either (A) that the Completion Standards have been met, or (B) that any other requirements of this Declaration has been complied with.

If any part of the deposit may be required to fulfill Completion Standard requirements, then (i) the damage deposit may be applied to the cost of clean-up as set forth in Section (b)(1) immediately above, and (ii) the Committee shall give the Owner written notice specifying the reasons for the denial of the refund. Section (b)(1) above shall also apply if the clean-up costs exceed \$250.

(b)(3) \$150 to be paid to the Declarant during the development period, or to the Committee after expiration of the development period, which shall be a non-refundable street cleaning deposit to be used by the Declarant or the Committee for the purpose of sweeping and cleaning the streets and storm drains within Crystal Ridge while housing construction is underway.

(c) During the development period, Declarant shall have the right to waive these fees at Declarant's sole discretion.

**Section 4. Permits.** No construction or exterior addition or change or alteration of any structure may be started on any portion of the Properties without the Owner first obtaining a building permit and other necessary permits from the proper local governmental authority, and written approval of such permits from the Board, Committee, or the Declarant, as well as plan check approval as set forth in [Article XV, Section 8](#).

**Section 5. Codes.** All construction shall conform to the requirements of the state of Washington [Rules and Regulations for Installing Electric Wires and Equipment](#), and Uniform Codes (building, mechanical, plumbing), in force at the commencement of the construction, including the latest revisions thereof.

**Section 6. The time of Completion.** The exterior of any structures, including painting or other suitable finish and front yard landscaping, shall be completed within eight (8) months of the beginning of construction so as to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period.

**Section 7. Entry for Inspection.** Any agent, officer or member of the Board, Committee, or Declarant may, at any reasonable predetermined hour upon twenty-four (24) hour notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this Declaration. The above recited individuals shall not be deemed guilty of trespass for such entry or inspection. There is created an easement over, upon and across the residential Lots for the purpose of making and carrying out such inspections.

**Section 8. Contractor.** Without the prior approval of the Committee, no home may be constructed on any Lot other than by a contractor licensed as a general contractor under the statutes of the state of Washington.

## ARTICLE XIV UTILITIES

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**Section 1. Wiring.** The wiring (other than interior wiring) for buildings of any kind shall be underground.

**Section 2. Antennae.** No radio or television antennae, transmitters or parabolic reflectors (satellite dish antennae) shall be permitted unless approved by the Committee. Any such installations shall be fully screened from public view as a minimum requirement for approval, but such screening shall not guarantee approval by the Committee. Any such installations shall not be approved if, in the sole discretion of the Committee, the installation(s) will detract from the appearance of the Lot or Properties.

**Section 3. Utilities - Requirement for Natural Gas Connection.** All structures must utilize natural gas for home heating systems unless otherwise approved by the Declarant. A penalty of \$992 will be assessed against any Lot Owner's Lot where natural gas is not utilized for home heating systems unless a specific exemption in writing was first obtained by said Lot Owner from the Declarant. The \$992 penalty shall be a lien upon the Lot or Lots upon which the residence, not using natural gas, is located, and shall also be the personal obligation of the Owner of the Lot(s). Declarant shall have the right to foreclose on said lien if payment is not made by said Lot Owner promptly within 30 days of the request for such payment by Declarant. The \$992 to be paid pursuant to this Section shall be paid to Declarant.

## ARTICLE XV ARCHITECTURAL CONTROL

**Section 1. Architectural Control Committee (“Committee”).** So long as the Declarant is either a Class A or Class B voting member of the Association, the Declarant shall act as the Architectural Control Committee (“act as the Committee”) created by this Article XV (even if the development period has ended) unless the Declarant elects not to act as the Committee. If the Declarant is acting as the Committee, the Declarant shall have all authority and perform all functions given to the Committee by these Declarations and applicable law; all references to “Committee” in this Article XV shall apply to the Declarant while acting as the Committee.

If the Declarant is still a voting member of the Association but elects not to act as the Committee, then (i) if the development period has not ended, Declarant shall appoint a Committee to function as the Committee and (ii) after the development period, the Board shall appoint the Committee. At such time as the Declarant is no longer a voting member of the Association, the Board shall have the authority to appoint the Committee provided for by this Article XV. The Committee, when appointed, shall consist of not less than three (3) and not more than five (5) Members. It is not a requirement that Members of the Committee be (1) Owners or (2) Members of the Association.

**Section 2. Jurisdiction and Purpose.** The Committee or the Declarant as set forth herein, shall review proposed plans and specifications for Residences, accessory structures, fences, walls, appurtenant recreational facilities (e.g., hot tubs, basketball courts, tennis courts, swimming pools, and bath houses), or other exterior structures to be placed upon the Properties. No exterior addition, structural alteration, or exterior structures of any kind may be made until plans and specifications showing the nature, kind, shape, height, materials and location of the proposed structure or alteration have been submitted to and approved, in writing, by the Committee. The Committee shall also review proposals to change the exterior color of homes in the plat. The Committee shall determine whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with the (1) surrounding structures, (2) surrounding natural and built environment, and (3) aesthetic character of other homes in the plat.

**Section 3. Membership.** Except as provided in [Section 1 of this Article XV](#), the Committee shall be designated by the Board. An election to fill either a newly created position on the Committee or a vacancy on the Committee requires the vote of the majority of the entire Board. However, the Board is not obliged to fill a vacancy on the Committee unless the membership of the Committee numbers less than three (3) persons.

**Section 4. Designation of a Representative.** The Committee may unanimously designate one or more of its members or a third party to act on behalf of the Committee with respect to both ministerial matters and discretionary judgments. The decisions of such individuals are subject to review by the entire Committee at the request of any member of the Committee.

**Section 5. Donation of Time.** No member of the Committee shall be entitled to any compensation for services performed on behalf of the Committee. Committee members shall have no financial liability resulting from Committee actions.

**Section 6. Address of the Committee.** The address of the Committee shall be at the registered office address of the Association.

**Section 7. Voting.** Committee decisions shall be determined by a majority vote of the members of the Committee.

**Section 8. Submission of Plans.** All plans and specifications required to be submitted to the Committee shall be submitted by mail to the address of the Committee in duplicate. The written submission shall contain the name and address of the Owner submitting the plans and specifications, identify the Lot involved, and the following information about the proposed structures:

- (a) The location of the structure upon the Lot;
- (b) The elevation of the structure with reference to the existing and finished Lot grades;
- (c) The general design;
- (d) The interior layout;
- (e) The exterior finish materials and color, including roof materials;
- (f) Other information which may be required in order to determine whether the structure conforms to the standards

articulated in this Declaration and the standards employed by the Committee in evaluating development proposals.

(g) A Plot Plan at a scale of one inch equals 20 feet (1" = 20') shall be required, which shall include topography information if the Lot has a grade difference from one side to another of more than ten (10) feet. The plan shall also include specific details of front and side yard landscaping improvements extending up to the edge of the street paving on the Lot frontage. This plan must also show the approximate location of all significant trees and a notation as to whether or not they will be removed, as set forth in [Article XII, Section 12](#).

(h) The submittal to the Committee must be accompanied by the information summary sheet attached as [Exhibit "C"](#) to this Declaration. All information requested must be included on the summary sheet for the Committee to be able to consider the submittal complete. The time period allowed for review by the Committee as set forth in Section 12 herein shall commence once the submittal is considered complete.

**Section 9. Plan Check Fee.** All individuals submitting plans to the Committee shall be obliged to pay a reasonable plan check fee to cover the administrative costs of reviewing such development proposals. It will be necessary to pay the plan check fee upon submitting plans and specifications to the Committee. A plan check fee of \$50 will be charged to review plans and specifications for Residences. A fee of \$25 will be charged for the review of other structures. After the development period, the review fees may be changed by vote of a majority of the Board, to cover reasonable review costs.

**Section 10. Evaluating Development Proposals.** The Committee shall have the authority to establish aesthetic standards for evaluating development proposals. In addition to such standards, in evaluating development proposals, the Committee shall determine whether the external design, color, building materials, appearance, height, configuration, location on the Lot, and landscaping of the proposed structure (the "design elements") harmonize with (1) the various features of the natural and built environment, (2) the aesthetic character of the other homes in Crystal Ridge, and (3) any other factors which affect the desirability or suitability of a proposed structure or alteration (collectively the "approval factors"). The Committee shall decline to approve any design in which (1) the design elements fail to harmonize with the approval factors described in the previous sentence or which fail to meet any aesthetic standards promulgated by the Committee, (2) impacts adversely on nearby Properties and Common Areas, or (3) is of a temporary or non-permanent nature. Committee determinations may be amended by a majority vote of Committee members.

The Architectural Control Committee shall have the authority to review and approve or disapprove all plans submitted for construction on the Lots within THE ESTATES with respect to the potential for view obstruction for adjoining or nearby Lots in THE ESTATES based on structure orientation and mass. It is the intent of this paragraph to allow for some control by the Committee to promote the goal that each Lot within THE ESTATES with view potential retains such individual view potential as much as is reasonably possible, while not unreasonably restricting what each Owner desires to build. However, in no case shall the Committee approve any variations to the maximum ridge height elevation of Article XII, Section 15, without first obtaining written approval to do so from every Lot Owner that could be directly affected as to views from their respective residences.

When it deems it is appropriate, the Committee shall require plan modifications to the finished floor elevations relative to the ground surface or to the location or orientation of the structure on each Lot within THE ESTATES so as to protect this view potential on adjoining Lots, if in their sole discretion they determine that the plans submitted can be modified with respect to these features in such a manner as to not unreasonably impact adversely the subject lot's view potential for which the plans were submitted, or the use of that Lot by the Owner. The Architectural Control Committee and its members have no authority or obligation to protect, create, or enhance the view from or to any Lot in THE ESTATES, and shall be held completely harmless from any liability as to its decisions on building placement and/or orientation or elevations.

**Section 11. Exclusions.** So long as the Declarant is either a Class A or Class B voting member of the Association, the Declarant shall have the right to waive the plans and specifications review for builders in Crystal Ridge. Any such waiver shall not exempt said builder from any of the standards or restrictions articulated in this Declaration, and all structures and improvements shall meet all standards and restrictions contained in these declarations.

**Section 12. Approval Procedures.** Within fourteen (14) days after the receipt of plans and specifications, the Committee shall approve or disapprove the proposed structure. The Committee may decline to approve plans and specifications which, in its opinion, do not conform to restrictions articulated in this Declaration and criteria (including those in [Section](#)



[10 of this Article XV](#)) or to its aesthetic standards. The Committee shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications. In the event that no disapproval of such plans and specifications is given within fourteen (14) days of submission, then the plans shall be deemed to be approved. In any event, the Association shall hold the Committee members (and the Declarant, if acting as the Committee) harmless from any actions taken (or actions not taken) relative to the approval, disapproval, or non-action on any plans submitted for review. “Non-action” on the part of the Committee shall not exempt tile applicant from any of the provisions of this Declaration or the restrictions articulated herein. By purchasing a Lot in Crystal Ridge, the Owners agree that, to the extent permitted by law, the Declarant shall have no liability to the Owners or the Association for any actions taken, or actions not taken, while acting as the Committee.

### Section 13. Compliance with Codes/Environmental Laws.

- (a) In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and contractor employed by the Owner. The Committee has no responsibility for ensuring that plans and specifications which it reviews comply with local building codes and requirements. The Owner shall hold the Committee members (and Declarant) harmless in the event that a structure which the Committee (or Declarant) authorizes fails to comply with relevant building and zoning requirements or these covenants and restrictions contained herein. No person on the Committee or acting on behalf of the Committee, nor the Declarant acting as the Committee, or anyone acting on behalf of the Declarant, shall be held responsible for any defect in any plans or specifications which are approved by the Committee or Declarant nor shall any member of the Committee or any person acting on behalf of the Committee or Declarant be held responsible for any defect in a structure which was built pursuant to plans and specifications approved by the Committee, or by the Declarant.
- (b) Neither the Declarant, the Committee, nor any member of the Committee, nor the Association, nor anyone acting on behalf of the Committee or the Association, shall have any responsibility for compliance by Owner (or any agent, representative, guest, or invitee of Owner) with any environmental laws, regulations, or rules, including, but not limited to, those relating to hazardous waste and placement of underground oil storage tanks.

**Section 14. [AMENDED] Variation.** The Committee shall have the authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties or (2) prevent undue hardship from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not (1) detrimentally impact on the overall appearance of the development, (2) impair the attractive development of the subdivision or (3) adversely affect the character of nearby Lots. Granting such a variation shall not constitute a waiver of the restrictions articulated in this Declaration. Variations shall only be granted if the Committee determines that the variation would further the purposes and intent of these restrictions. Variations shall only be granted in extraordinary circumstances.

**Section 15. [AMENDED] Enforcement.** The Association (including the Declarant on behalf of the Association), Board, or any Owner shall have the right to bring suit for judicial enforcement of a determination of the Committee, or, after the development period, to seek an order requiring the Committee to exercise its authority, and perform its functions, under this Article XV. In any judicial action to enforce a determination of the Committee, the losing party shall pay the prevailing party attorney fees, expert witness fees, and other costs incurred in connection with such a legal action or appeal (see [Article XVI, Section 5](#)).

**Section 16. [AMENDED] Committee/Declarant Liability.** The Association shall hold the Committee Members and the Declarant, if acting as the Committee, harmless from any actions taken (or actions not taken) under any previous of this Declaration, including, but not limited to, actions taken (or not taken) under Articles [XII](#), [XIII](#) and [XV](#) of this Declaration. By purchasing a Lot in Crystal Ridge, the Owners agree that, to the extent permitted by the law, neither the Declarant (nor any officer, director, or representative of Declarant), nor the Committee (nor any member of the Committee) shall have any liability to the Owners or to the Association for any actions taken, or actions not taken, while acting as the Declarant or the Committee under this Declaration.

“Non-action” on the part of the Committee or the Declarant shall not exempt the applicant from any of the provisions of this Declaration or restrictions contained in this Declaration.



# ARTICLE XVI

## GENERAL PROVISIONS

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**Section 1. Covenants Running with the Land.** These covenants are to run with the land and be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the individuals then owning Lots has been recorded which reflects their intent to amend, or remove the covenants in whole or in part.

**Section 2. [AMENDED] Amendment.** The covenants and restrictions articulated in this Declaration shall run with the land and bind the land for a term of thirty (30) years from the date that this Declaration is recorded. After 30 years have expired, the covenants shall be automatically extended in accordance with the provisions set forth in Section 1 of this Article. So long as the Declarant is either a Class A or Class B member of the Association, this Declaration may be amended only if (a) the Declarant gives the Declarant's express written approval of the amendment in writing, and (b) the Owners of at least 51 percent (51%) of the Lots, including those owned by Declarant, sign an instrument (which may be executed in counterparts) approving the amendment. At such time as the Declarant is no longer a Class A or Class B voting member of the Association, this Declaration may be amended if the Owners of at least 75 percent (75%) of the Lots vote to amend particular provisions of this instrument as then in effect (including any prior amendments). In no event shall any provisions expressly referring to the Declarant be amended at any time without the express written approval of the Declarant or the Declarant's successor in interest (unless the Declarant, or Declarant's successor in interest, no longer exists). All amendments must be filed with the office of the Pierce County Auditor.

**Section 3. Insurance.** The Association shall have no obligation to obtain any insurance on the Lots or the structures located on the Lots except as expressly provided herein.

**Section 4. Enforcement.** The Association (including the Declarant on behalf of the Association), the Board, or any Owner shall have the right to enforce, by any legal proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration (including, but not limited to, [Article XV, Section 15](#)).

**Section 5. Attorney Fees.** In the event that it is necessary to seek the services of an attorney in order to enforce any (1) provisions of this Declaration, or (2) lien created pursuant to the authority of this Declaration, the individual against whom enforcement is sought shall be personally obligated to pay any attorney fees incurred. If the Owner fails to pay such fees within sixty (60) days, such fees shall become a lien against the Owner's Lot.

In any legal action commenced in order to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover all reasonable attorney fees and expert witness fees incurred in order to enforce the provisions of this Declaration. The prevailing party shall also be entitled to recover all costs.

**Section 6. Liens for Other Charges.** This Section shall apply to all fees, charges, penalties, interest, costs, attorney fees and other amounts assessed against an Owner or the Owner's Lot (the "other charges") and which are not described in [Sections 3 and 4](#) of Article VIII of this Declaration (the "regular assessments"). Unless otherwise provided in this Declaration, the other charges shall be a personal obligation of the Owner, and also a lien against the Owner's Lot(s) identical to the lien of the regular assessments. The liens upon Lots for other charges may be recorded, collected and foreclosed in the same manner as liens for regular assessments, with the costs (including reasonable attorney fees) of collection or foreclosure, or both, to be additional "other charges" for which the Owner shall be personally liable and which shall be a lien on the Owner's Lot enforceable as provided in this Section.

**Section 7. Interest.** All assessments, penalties, liens, fines, and other charges (defined in [Section 5 of this Article XVI](#)) shall bear interest, if not paid when due, at the rate of 12 percent (12%) per annum until paid in full. The interest shall accrue from the due date.

**Section 8. [AMENDED] Waiver of Opposition to Continued Development of Crystal Ridge.** Each Owner of a Lot in Crystal Ridge, their heirs, successors, and assigns, shall consent to the continued development of Crystal Ridge in accordance with the approved Master Plan on file in the City of Puyallup by Declarant or Declarant's successor. This waiver of opposition shall extend to all construction activity and land use related approvals necessary to accomplish the full development and completion of the Crystal Ridge community so long as such construction and development is consistent with municipal requirements of the City of Puyallup.

**Section 9. Successors and Assigns.** The covenants, restrictions and conditions articulated in this declaration shall run with the land and shall accordingly be binding on all successors and assigns.

**Section 10. Severability.** The invalidity of any one or more phases, clauses, sentences, paragraphs or sections herein shall not affect the remaining portions of this Declaration or any part thereof. In the event that one or more of the phrases, clauses, sentences, paragraphs or sections contained herein should be invalid, this Declaration shall be construed as if the invalid phrase, clause, sentence, paragraph or section had not been inserted.

**Section 11. Rule Against Perpetuities.** In the event that any provision or provisions of this Declaration violate the rule against perpetuities, such provision or provisions shall be construed as being void and of no effect as of twenty-one (21) years after the death of the last surviving member of the Temporary Board appointed by the Declarant in the Articles of Incorporation for the Association ("First Temporary Board") of the Association or twenty-one (21) years after the death of the last survivor of all of any of the First Temporary Board member's children and grandchildren who shall be living at the time this instrument is executed, whichever is later. All such provisions shall be given full effect until the particular provisions become void under this Section.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR CRYSTAL RIDGE**

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**Parcel A**

The Northwest quarter of the Southwest quarter of Section 16, Township 20 North, Range 4 East of the W.M., records of Pierce County Auditor;

Situate in the County of Pierce, State of Washington;

**Parcel B**

The Southwest quarter of the Southwest quarter of Section 36, Township 20 North, Range 4 East of the W.M., in Pierce County, Washington;

EXCEPT that portion platted as Rodesco Estates, Second Addition, as per plat recorded in Volume 54 of Plats, pages 35 through 38, inclusive, records of Pierce County Auditor;

**Parcel C**

The Northeast quarter of the Southwest quarter of Section 36, Township 20 North, Range 4 East of the W.M., records of Pierce County Auditor;

Situate in County of Pierce, State of Washington;

**Parcel D**

The Northwest quarter of the Southeast quarter of Section 36, Township 20 North, Range 4 East of the W.M., in Pierce County, Washington;

EXCEPT that portion included in the Northern Pacific Congressional Grant for railway, as disclosed by Deed recorded under Recording No. 1758905;

Situate in the County of Pierce, State of Washington.

Parcel E

Lots 2, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of the plat of Janelle Estates, as recorded in records of Pierce County under Auditor's File No. 9204160867.

Situate in the County of Pierce, State of Washington.

Parcel F

Lots 1 and 2 of the Novastar Short Plat, as recorded in records of Pierce County under Auditor's File No. 9203200663.

Situate in the County of Pierce, State of Washington

EXCEPT that parcel described as follows:

The Northwest quarter of the Southeast quarter of Section 36, Township 20 North, Range 4 East of the Willamette Meridian, in Pierce County, Washington;

EXCEPT that portion included in the Northern Pacific Congressional Grant for railway, as disclosed by Deed recorded under Recording No. 1758905;

AND that portion of the Northeast quarter of the Southwest quarter of Section 36, Township 20 North, Range 4 East of the Willamette Meridian lying East of the following described line:

COMMENCING at the Northwest corner of said Northeast quarter of said Southwest quarter;

THENCE North 89° 57' 16" East, 680 feet along the North line of said subdivision to the

TRUE POINT OF BEGINNING of herein described line;

THENCE South 00° 21' 44" East, 95.00 feet to a point of curvature;

THENCE Southeasterly along the arc of a curve to the left having a radius of 25.00 feet through a central angle of 90° 00' 00" and an arc length of 39.27 feet;

THENCE South 00° 02' 04" East, 60.00 feet to a point of curvature;

The radius point of which bears South 00° 02' 44" East;

THENCE Southwesterly along the arc of a curve to the left having a radius of 25.00 feet through a central angle of 90° 00' 00" and an arc length of 39.27 feet;

THENCE South 00° 02' 44" East, 98.00 feet;

THENCE North 89° 57' 16" East, 125.00 feet;

THENCE South 00° 02' 44" East, 282.00 feet;

THENCE South 43° 10' 39" West, 76.30 feet;

THENCE South 49° 06' 02" West, 83.55 feet to a point on a curve the radius point of which bears North 74° 40' 07" East;

THENCE Southeasterly along the arc of a curve to the left having a radius of 270.00 feet, through a central angle of 21° 40' 36" and an arc length of 102.15 feet;

THENCE South 52° 59' 32" West, 60.00 feet to a point on a curve the radius point of which bears North 52° 59' 32" East;

THENCE Southeasterly along the arc of a curve to the left having a radius of 330 feet through a central angle of 2° 10' 07" and an arc length of 12.49 feet to a point of reverse curvature;

THENCE Southwesterly along the arc of a curve to the right having a radius of 25.00 feet through a central angle of 85° 11' 23" and an arc length of 37.17 feet;

THENCE South 42° 47' 35" East, 60.01 feet;

THENCE South 46° 00' 48" West, 95.00 feet;

THENCE South 43° 59' 12" East, 180.00 feet;

THENCE South 07° 39' 09" West, 26.48 feet;

THENCE South 18° 09' 01" East, 194.80 feet to the South line of said Northeast quarter of said Southwest quarter and the terminus of herein described centerline;

Situate in the County of Pierce, State of Washington.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION FOR THE ESTATES AT CRYSTAL RIDGE**

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The Northwest quarter of the Southeast quarter of Section 36, Township 20 North, Range 4 East of the Willamette Meridian, in Pierce County, Washington;

EXCEPT that portion included in the Northern Pacific Congressional Grant for railway, as disclosed by Deed recorded under Recording No. 1758905;

AND that portion of the Northeast quarter of the Southwest quarter of Section 36, Township 20 North, Range 4 East of the Willamette Meridian lying East of the following described line:

COMMENCING at the Northwest corner of said Northeast quarter of said Southwest quarter;

THENCE North 89° 57' 16" East, 680 feet along the North line of said subdivision to the

TRUE POINT OF BEGINNING of herein described line;

THENCE South 00° 21' 44" East, 95.00 feet to a point of curvature;

THENCE Southeasterly along the arc of a curve to the left having a radius of 25.00 feet through a central angle of 90° 00' 00" and an arc length of 39.27 feet;

THENCE South 00° 02' 04" East, 60.00 feet to a point of curvature;

The radius point of which bears South 00° 02' 44" East;

THENCE Southwesterly along the arc of a curve to the left having a radius of 25.00 feet through a central angle of 90° 00' 00" and an arc length of 39.27 feet;

THENCE South 00° 02' 44" East, 98.00 feet;

THENCE North 89° 57' 16" East, 125.00 feet;

THENCE South 00° 02' 44" East, 282.00 feet

THENCE South 43° 10' 39" West, 76.30 feet;

THENCE South 49° 06' 02" West, 83.55 feet to a point on a curve the radius point of which bears North 74° 40' 07" East;

THENCE Southeasterly along the arc of a curve to the left having a radius of 270.00 feet, through a central angle of 21° 40' 36" and an arc length of 102.15 feet;

THENCE South 52° 59' 32" West, 60.00 feet to a point on a curve the radius point of which bears North 52° 59' 32" East;

THENCE Southeasterly along the arc of a curve to the left having a radius of 330 feet through a central angle of 2° 10' 07" and an arc length of 12.49 feet to a point of reverse curvature;

THENCE Southwesterly along the arc of a curve to the right having a radius of 25.00 feet through a central angle of 85° 11' 23" and an arc length of 37.17 feet;

THENCE South 42° 47' 35" East, 60.01 feet;

THENCE South 46° 00' 48" West, 95.00 feet;

THENCE South 43° 59' 12" East, 180.00 feet;

THENCE South 07° 39' 09" West, 26.48 feet;

THENCE South 18° 09' 01" East, 194.80 feet to the South line of said Northeast quarter of said Southwest quarter and the terminus of herein described centerline;

Situate in the County of Pierce, State of Washington.

## **CRYSTAL RIDGE**

### **EXHIBIT "C"**

### **"ARCHITECTURAL CONTROL COMMITTEE"**

### **PRELIMINARY INFORMATION WORKSHEET**

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BUILDER

LOT NO.

DIVISION NO.

ADDRESS



SECTION I - PLOT PLAN AND LANDSCAPING (Please include the following information on the plot plan and fill in blanks where provided.)

A. Plot Plan (Scale : 1" = 20')

1. Topographical Contours (2-' interval)
2. Location of Structure on Lot
  - a. Front yard setback
  - b. Side yard setback (Rt.)
  - c. Side yard setback (Lt.)
  - d. Rear yard setback
3. Existing and proposed grade elevations around structure(s)
4. Peak elevations of roof (if subject to view limitations in THE ESTATES)
5. Exposed aggregate concrete driveway
6. Show all easements affecting Lot

B. Landscape Plan/Information

1. Location of existing significant trees 8-inch and greater in diameter shown graphically as circles
2. Location of 8-inch and larger significant trees proposed to remain (shown graphically as circles with "Xs" in them.)
3. Show proposed lawn and planter areas (70 percent of front yard sod area minimum)

II - RESIDENTIAL PLAN REQUIREMENTS

A. Complete set of building plans, elevations, and specifications, providing the following information, as minimum:

1. Finished floor areas
 

Main Floor	SF
Upper Floor	SF
Basement	SF
Unfinished	SF
Garage	SF
2. Roofing materials:
3. Exterior wall finishes:
4. No. of fireplaces and finishes:
 

	Main	
	Other	
5. Area of masonry on facade: SF
6. Types of window frames:
 

	Wood	Extruded Vinyl
	Extruded aluminum (anodized only)	
7. Exterior color scheme (please attach samples or manufacturer name and number)





Signed:

Date:

CRYSTAL RIDGE ARCHITECTURAL CONTROL COMMITTEE  
 C/O NOVASTAR ENTERPRISES, INC., 18215 - 72ND AVE. S.,  
 KENT, WASHINGTON 98032

## FIRST AMENDMENT

### TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**RECORDED UNDER PIERCE COUNTY RECORDING NO. 9211160194**

**IN PIERCE COUNTY, WASHINGTON**

**CRYSTAL RIDGE HOMEOWNERS ASSOCIATION OF PUYALLUP, WASHINGTON**

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This Amendment is to the Declaration of Covenants, Conditions and Restrictions recorded under Pierce County, Washington, Recording No. 9211160194 (hereinafter referred to either as the “Declaration” or as the “Covenants, Conditions and Restrictions”). This Amendment is applicable to all of the real property subject to the Declaration as defined on [Exhibits “A”](#) and [“B.”](#) respectively, of said Declaration, and as amended herein.

WHEREAS, the undersigned, NOVASTAR ENTERPRISES INC., is the owner of more than fifty-one percent (51%) of the lots within the property subject to the Declaration, and is the owner of Lots 3 and 4 of the Novastar Short Plat as defined in this Amendment; AND

WHEREAS, the undersigned, NOVASTAR ENTERPRISES INC., is also the Declarant as set forth in the original Covenants, Conditions and Restrictions, as recorded under Pierce County Recording No. 9211160194, and hereby consents to the amendments set forth below:

NOW THEREFORE, the undersigned, NOVASTAR ENTERPRISES INC., as authorized by Article XVI “General Provisions,” Section 2, “Amendment,” of the Declaration does hereby make the following amendments to the Covenants, Conditions and Restrictions. The following amendments shall become and are hereby made a part of all conveyances of real property including all lots incorporated within and being subject to the Declaration. The Covenants, Conditions and Restrictions, as amended by this First Amendment, shall by reference, become a part of any such conveyances of lots subject to the Declaration, and shall apply to those conveyances as fully and with the same effect as if the Covenants, Conditions and Restrictions and the First Amendment were set forth in the conveyance of said lots individually. Except as may be otherwise deleted or amended herein, all provisions of the original Declaration shall remain in full force and effect.

## AMENDMENTS

The Covenants, Conditions and Restrictions recorded under Pierce County Recording No. 9211160194 are hereby amended as set forth below:

1. ARTICLE I. [Section 1](#), is hereby [amended](#) as follows:

The name of the Homeowners Association previously identified in the Declaration as the “Crystal Ridge Homeowners Association,” is hereby changed and shall hereafter be referred to as the “Crystal Ridge Homeowners Association of Puyallup.” The Articles of Incorporation with the Secretary of State have been modified accordingly due to a conflict with another pre-existing Homeowners Association with the same name originally undisclosed by the Secretary of State.

2. ARTICLE I. Section 5, is hereby amended to include fencing along the westerly boundary of “The Estates at Crystal Ridge,” extending from the south plat boundary to the north plat boundary, as a common maintenance area to be maintained by the Homeowners Association.
3. ARTICLE I. Section 5, is further amended to include the 7.5-foot wide landscape planter strip with street trees in the street right-of-way within all areas of Crystal Ridge, including those outside of “The Estates at Crystal Ridge,” on both sides of all streets, as a common maintenance area to be maintained by the Homeowners Association. However, the regular watering of the planter strips outside of “The Estates” referenced in this subsection to maintain a green, park-like appearance shall remain the responsibility of each individual property owner fronting on said planter strips as further set forth in the Covenants, Conditions and Restrictions, unless and until such time as a centralized irrigation system is installed by the Homeowners Association.
4. ARTICLE I. Section 6, is hereby amended to add the following sentence to this section which defines a “Lot.”  
 “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties. Common Areas and Common Maintenance Areas shall not be regarded as lots. As undeveloped property within the Association is platted in the future, each subsequently recorded building lot shall represent an independent “lot.” Tracts of land undeveloped but approved for future subdivision shall be considered as one lot each until further subdivision takes place.
5. ARTICLE I. “Section 10, is hereby amended to delete the words “excepting therefrom Lots 3 and 4 of the Novastar Short Plat, which are hereby exempted from this Declaration,” from said Section 10. Lots 3 and 4 of the Novastar Short Plat shall be included within the aggregate of properties subject to the Covenants, Conditions and Restrictions, and subject to this Declaration. However, Lot 2 of said Novastar Short Plat shall be deleted from the Association and shall be exempted hereafter from this Declaration.

The following sentence shall also be added to this Section 10:

“The legal description in Exhibit “A,” identified as Parcel “F,” shall be amended to reflect the inclusion of Lots 3 and 4 of the Novastar Short Plat and the exclusion of Lot 2 of said short plat into said description, such that the description shall how read:

Lots 1, 3 and 4, respectively, of the Novastar Short Plat, as recorded in records of Pierce County under Auditor’s File No. 9203200663.

6. ARTICLE I. Section 13, is hereby amended to add the following paragraphs to this section which defines an “Owner.”  
 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of (1) a fee simple title to any Lot which is a part of the Properties (but excluding those persons or entities, such as real estate contract sellers, having record title merely as security for the performance of an obligation), or (2) the Purchaser under a real estate contract prior to issuance of the fulfillment deed for the contract.

For any property within the Association to be subdivided in the future, only one “ownership” shall apply to each separate legal parcel, to be represented as one Class “A-2” ownership, until such time as said parcel is platted, at which time each individual lot shall represent one ownership. Said lots shall each be given one Class “A-2” membership in the Association, unless said lots are designated part of “The Estates” through application of equivalent standards as set forth in the Declaration, in which case each lot shall represent one Class “A-1” ownership. However, so long as the Declarant retains ownership of such parcels, they shall be exempt from all assessments and shall be represented by the Declarant as Class “B” membership as set forth in Article X, Section (3) herein. Upon platting of the parcels, the ownership and membership rights of the Declarant, as more fully set forth in the Declaration, shall apply individually to each legally platted building lot, until conveyance to a



subsequent owner by Declarant.

7. ARTICLE I. There is hereby added a new Section 15 to Article I as follows:

“Section 15. “Declaration” shall mean and refer collectively to the Declaration of Covenants, Conditions and Restrictions as recorded in Records of Pierce County under Auditor’s File No. 9211160194, together with all amendments now or hereafter recorded that modify said Declaration, including this First Amendment.”

8. ARTICLE III is hereby amended to add a new Section 7, as outlined below:

Section 7. Declarant, during the development period, and the Association after expiration of the development period, shall have the sole and exclusive authority to incorporate additional property into the Association, which property shall subsequently be fully subject to the Declaration and all amendments thereto. The incorporation of additional property into the Association shall be subject to and conditioned upon all of the following:

(a) During the development period, the Declarant, in its sole and exclusive discretion, may elect to incorporate additional property into the Association. After expiration of the development period, approval of the Declarant shall not be required, but such incorporations shall then require approval of at least fifty-one percent (51%) of the votes of the members of the Association. All incorporations shall be by a duly recorded instrument in the records of Pierce County.

(b) Any property incorporated into the Association shall be subject to all of the Covenants, Conditions and Restrictions set forth in the Declaration, as well as the Bylaws of the Association. Each new lot shall become a member of the Association upon incorporation, and shall be subject to the same rate of assessment as similar members of the Association. In the event such property is incorporated in the Association unplatted, but subject to future subdivision, the property shall be considered as one ownership with one Class “A-2” membership in the Association until such time as a subdivision of said property is approved and recorded. Upon recording of such subdivision, each individual lot shall represent one ownership and, therefore, one Class “A-2” membership in the Association. However, if the platted lots are considered part of “The Estates” through application of the equivalent standards and restrictions of this Declaration associated with “The Estates,” then each ownership shall be represented by one Class “A-1” membership. In the event the Declarant is the owner of such incorporated property, the parcel shall be exempt from all assessments and shall be represented by the Declarant as Class “B” membership as set forth in Article X, Section (3) herein, until conveyance by Declarant to a subsequent owner, at which time the appropriate “A” classification shall apply. The rights and responsibilities given the Declarant through this Declaration shall continue to apply to the Declarant and the newly incorporated property, so long as the Declarant is the owner of said incorporated property, or any portion thereof.

(c) Any property incorporated into the Association must be developed or planned for development into single-family residential lots with lot sizes and characteristics equal to or greater than the average in Crystal Ridge. Furthermore, all public improvements must be consistent with City of Puyallup standards and/or the standards in Crystal Ridge, whichever is more strict.

9. ARTICLE V. Deed and Dedication of Easements, is hereby amended to add a new section as follows:

Section 2. Easements for Drainage and Utility Purposes. Easements for installation and maintenance of utilities and drainage facilities are hereby reserved over the front ten (10) feet of each lot subject to this Declaration, and over a five (5)-foot wide strip along each side of interior lot lines, and over the rear five (5) feet of each lot, as well as on other portions of certain lots which have been made of record on the face of the final plat map or by recording of a separate instrument. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in and/or on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utilities company, or the Association, is responsible.

10. ARTICLE VI. Section 1, is hereby amended to add a new subsection (d) as set forth below:

(d) Notwithstanding anything in this Declaration to the contrary, except for the Declarant, and except as further set forth in this subsection (d), access and use of that part of open space Tract “A” as shown on the face of the final recorded plat map for The Estates at Crystal Ridge, per Pierce County Recording No. 9301291053, lying easterly of a line representing a 10-foot setback from the top of the embankment defined as the beginning of the 40 percent slope gradient, shall be strictly

prohibited for all owners, (except adjacent lot owners), and anyone else not specifically approved by the Declarant during the development period, or the Association after expiration of the development period. Authorized representatives of the Association shall be allowed access for the purpose of pruning vegetation and trees that may block views for lots in “The Estates,” or maintaining the slopes within said open space tract, or for related maintenance purposes. The purpose for this limitation is to prohibit any use of this area defined by the 10-foot slope setback line by members of the Association, (except adjacent lot owners), due to the steep embankment.

Nothing in this section shall prohibit members of the Association owning lots immediately adjacent to said open space tract “(adjacent lot owners)” from having access to said open space tract for purposes of pruning vegetation for the protection of view, or from otherwise enjoying the adjacent area along the top of the bluff in association with their lot ownership. These members may also landscape that portion of said open space tract immediately adjacent to their respective lots, lying westerly of the top of the slope, subject to approval by the Committee. However, each member of these adjacent lots shall indemnify and hold both the Declarant and the Association, together with all members thereof, harmless from any and all liability that may be directly or indirectly related to the use, actions, or intrusions onto any part of said open space tract by these adjacent lot owners for any purpose whatsoever. This indemnification shall extend to, and include, each adjacent lot owner member, their relatives, heirs, successors, assigns, and friends or acquaintances including any contractors or subcontractors working on or providing services for any of said lots at the direction of or with the approval of said owners.

11. ARTICLE VI. Section 3, is hereby amended to incorporate the following additional language:

Furthermore, nothing in this section shall limit or prohibit the Declarant, during the development period, from making use of the common areas to facilitate construction of the undeveloped phases of Crystal Ridge which will include 115 additional lots as set forth on the approved construction plans in the City of Puyallup and as further depicted on the approved master plan for Crystal Ridge. These actions by the Declarant could include, but may not be limited to, clearing, grading, filling, or otherwise carrying out construction related activities in the common areas.

12. ARTICLE VI. Section 4, is hereby amended to add the following additional statement at the end:

The Declarant, during the development period, and the Association, following expiration of the development period, shall be exempt from this section.

13. ARTICLE VII. Section 4, is hereby deleted in its entirety and replaced with the following paragraph:

“It shall be the responsibility of the Association to maintain the 7.5-foot wide landscape planter strips in the right-of-way on each side of each street within Crystal Ridge, the monument planter landscaping and signage improvements in all areas of Crystal Ridge. However, it shall be the responsibility of each owner outside of the Estates to properly water said 7.5-foot wide landscape planter strips in the right-of-way fronting on each owner’s lot to maintain a green and park-like appearance.”

14. ARTICLE VIII. Section 4 (a), is hereby amended as follows:

(a) The reference to January 1 in the last sentence of the first paragraph and the second sentence in the second paragraph of this subsection shall be changed to January 31 for both references.

15. ARTICLE VIII. Section 12. There is hereby added a new Section 12 to Article VIII as follows:

Section 12. Allocation of Voting Rights to Specific Divisions in Crystal Ridge. Notwithstanding anything in this section to the contrary, any increases in the maximum annual assessment for The Estates, as well as any subsequent special assessments for capital improvements affecting only The Estates, shall be voted on only by owners in The Estates, with the quorum and voting percentage requirements in this article being based solely on the eighty (80) owners in The Estates. In the event of any approval of a special assessment or increase in the annual rate of assessment for The Estates, such assessments shall be fixed at a uniform rate for all owners in The Estates pursuant to Section 6 in this Declaration.

Any increases in the annual assessment for all remaining lots in Crystal Ridge exclusive of The Estates, together with any special annual assessments for capital improvements that may be applicable only to such owners, or to the entire membership of the Association, shall be subject to approval by a vote of the entire membership of all owners in the Association, including owners in The Estates, pursuant to the quorum and approval percentages set forth in this Article VII.

In the event such capital improvements requiring a special assessment are for the benefit of all owners in Crystal Ridge,

including The Estates, then this assessment shall be applied uniformly to all owners in Crystal Ridge pursuant to Section 6 herein. However, in the event such capital improvement benefits only the owners exclusive of The Estates, then such assessment shall be uniformly applied to all owners in the Association exclusive of The Estates, but the approval of such assessment shall still be subject to a vote of the entire Association, including The Estates, pursuant to Section 4(b) of Article VIII.

16. ARTICLE IX. Maintenance of Lots, Sections 1 through 4, inclusive, are hereby deleted in their entirety, and replaced with the following new sections:

#### ARTICLE IX. MAINTENANCE OF LOTS AND COMPLIANCE WITH THIS DECLARATION

Section 1. Exterior Maintenance by Owner. Each Lot and Residence shall be maintained by the owner in a neat, clean and slightly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, toys, household goods, tools, building materials, and other debris. All landscaping areas shall be regularly maintained and trimmed to present a clean, neat, and well-maintained appearance. All refuse shall be kept in sanitary containers sealed from the view of any Lot; the containers shall regularly be emptied and the contents disposed of off the Properties. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Properties, except that a regularly tended compost device shall not be prohibited. No storage of goods, vehicles, boats, trailers, trucks, campers, recreational vehicles, or other equipment or device shall be permitted in open view from any Lot or right-of-way. (Vehicles, boats, trailers, trucks, campers, and recreational vehicles shall be referred to as "Vehicles.") This provision shall exclude temporary (less than 24 hours) parking of Vehicles on the designated driveway areas adjacent to garages on the Lots. This paragraph is not meant to disallow permanent (more than 24 hours) parking or storage of Vehicles on the Lots, but if stored, Vehicles shall be adequately screened from view from the adjacent rights-of-way and Lots. Screening of such Vehicles must have the approval of the Committee. Upon 48 hours notice to the owner of an improperly parked Vehicle, the Board has the authority to have towed, at the owner's expense, any Vehicles still visible from the right-of-way or adjacent Residences that have been parked on any Lot or within the right-of-way for more than 24 hours.

Notwithstanding the foregoing, owners who have visiting guests intending to stay in such a Vehicle may secure written permission from the Board for such guests to park the Vehicle upon the Lot owned by the owner for a maximum period of one (1) week. Such a privilege shall only exist, however, after the written permission has been obtained from the Board.

Section 2. Easements for Enforcement Purposes. All owners hereby grant to the Association and their representative, an express easement for the purposes of going upon the Lots of owners for the purpose of removing Vehicles or other similar objects which are parked or stored in violation of the terms of this Declaration, or to perform any other maintenance or repair deemed necessary by the Board pursuant to this Article IX, or any other section in the Declaration.

Section 3. Lot Maintenance by the Association. In the event that an owner shall fail to maintain his lot and the exterior of his improvements situated thereon in a manner consistent with maintenance standards of the Crystal Ridge community, the Board shall, upon receipt of written complaint of any owner and the subsequent investigation which verifies that complaint, or upon independent investigation by the Board itself, have the right through its agents and employees to enter upon the offending owner's Lot and repair, maintain and restore the Lot and exterior of the improvements on that Lot if the owner shall fail to respond in a manner satisfactory to the Board within thirty (30) days after mailing of adequate notice by certified mail to the last known address of the owner. The cost of such repair, maintenance or restoration shall be assessed against the Lot, and the Board shall have the right to cause to be recorded a notice of lien for labor and materials furnished, which lien may be enforced in the manner provided by law for enforcement of labor liens and materialman's liens. In the event that the estimated cost of such repair should exceed one-half of one percent (0.50%) of the County Tax Assessor assessed value of the Lot and improvements on the Lot, the Board shall be required to have the assent of two-thirds (2/3) of the Members before undertaking such repairs.

Section 4. Enforcement for Noncompliance With This Declaration. In the event that an owner shall fail to comply with any section or provision of the Declaration, and any Amendments thereto, the Board may undertake to enforce compliance through the provisions of Section 3 herein, as well as Article XVI, Section 4 of the Declaration, or any other authority granted to the Board through this Declaration. If such noncompliance occurs prior to occupancy of any structure on said owner's lot, the Board shall also have the right to place a "stop work" order on said construction which may also be

enforced by the local building official at the request of the Board. Any owner subject to such noncompliance does hereby agree not to oppose such stop work order, with the understanding that construction may not commence until compliance with the provisions of this Declaration is assured.

Section 5. Enforcement During the Development Period. During the development period, the Declarant may elect to exercise and perform the functions of the Board. If the Declarant elects not to perform this function or at any time elects to no longer perform this function, the Declarant may appoint the Temporary Board to function as provided herein.

17. ARTICLE X. Section 3. Voting Rights, is hereby amended to delete the first paragraph in its entirety, defining Class “A” membership, and replace it with the following paragraph:

“Class “A”: Class “A” members shall be all owners, with the exceptions of (i) the Declarant while the Declarant is a Class “B” member, and (ii) the owners of lots described as exempt in the Declaration. Class “A” members shall further be divided into two subclassifications to be known as Class “A- 1” members and Class “A-2” members. Class “A- 1” members shall be all owners in The Estates. Class “A-2” members shall be all Class “A” members owning lots outside of The Estates. Class “A- 1” members shall be entitled to two (2) votes for each lot owned. Class “A-2” members shall be entitled to one (1) vote for each lot owned. When more than one person owns an interest in the lot, all such persons shall be members. The vote for such lots shall be exercised as they by majority determine, but in no event shall more votes be cast with respect to any such lot than as allowed by its classification as an “A-1” or “A-2” lot, nor shall any vote be divided. When more than one person holds an interest in any lot, all such persons shall unanimously designate (in writing delivered to the Secretary of the Association) one of the persons (owning an interest in the lot) to vote (in person or by proxy) the vote or votes for such lot.”

18. ARTICLE XI. Section 1. “Expiration of the Development Period, is hereby amended to require that owners in The Estates and the remaining owners in Crystal Ridge shall have equal representation on the Board. To accomplish this, The Estates shall elect one director to the Board, the owners of lots outside of The Estates shall elect one director to the Board, and the third director of the Board shall be elected by a vote of all of the members of the Association. Any increase in the membership of the Board shall always be by an equal number of directors such that one new director shall be elected by owners in The Estates, and one director by the owners of lots outside of The Estates. The third director or subsequent “odd numbered” director shall always be elected by at least a two-thirds (2/3) majority of the votes of the members of the Association pursuant to the voting power granted to said owners in Article X, Section 3.

19. ARTICLE XII. Section 1, is hereby amended as follows:

(a) The minimum required area for a rambler constructed in Crystal Ridge outside of “The Estates” shall be 1,300 square feet.

(b) The minimum required area for a two-story dwelling constructed in Crystal Ridge outside of “The Estates” shall be 1,600 square feet.

(c) Qualifying Notes 1, 2, and 4, respectively, shall be modified to make reference to “unfinished” basements which cannot be used as part of area calculations for meeting the minimum dwelling sizes.

(d) A new qualifying Note 5 is added as follows: “Finished daylight basements may be included either partially or wholly towards the computation of required area on sloping lots, subject to approval by the Committee.”

20. ARTICLE XII. Section 4, is hereby deleted in its entirety and replaced with the following section:

Section 4. Fences, walls or hedge rows are only permitted on side and rear property lines. However, no such fences, walls or hedge rows shall be allowed on any side or rear property line closer to the street right-of-way line than the adjacent residential structure. For corner lots, this applies to both street frontage measurements. Fences, walls and hedge rows are not permitted on front property lines, or on side street property lines for corner lots, except as may be otherwise approved by the Declarant as part of the subdivision improvements. All fences installed on any lot shall be 6-foot solid cedar fencing of a type and quality approved by the Committee. No barbed wire, chain-link, or corrugated fiberglass fences shall be erected on any lot, except that chain-link fencing for sports facility enclosures may be considered for approval by the Committee upon individual request. All fences must be approved by the Committee prior to installation. The Committee will make available a standard detail for fence construction for various sections of Crystal Ridge which must then be used



by all lot owners, unless a specific variance from this standard is approved by the Committee in writing. The Committee shall also approve the colors for fence installations. Any fencing installed in the plat on any lot which does not meet the standards set forth by the Committee, shall be removed at the owners expense upon demand by the Committee.

21. ARTICLE XII. Section 8. Signs, is hereby amended as follows:

1. Subsection (a) shall be amended to add the following sentence:

Builders/contractors are allowed one (1) sign no larger than 12 square feet of area per face to be placed on a lot to offer a lot or house for sale. However, any signs larger than 4 square feet per face shall be subject to approval by the Declarant during the development period and the Association after expiration of the development period.

2. Subsection (d)(i) shall be amended to add the following sentence:

The Declarant has the authority to approve larger signs by builders/contractors for the purpose of general advertising not specifically related to an individual lot or residence. This approval shall extend to the content, size, colors, and location of such signs. In all cases, approval of such special signage shall be at the sole and exclusive discretion of the Declarant.

22. ARTICLE XII. Section 12, Landscaping Standards, is hereby amended as follows:

1. The Association shall be responsible for maintaining all landscape planter strips within Crystal Ridge and the properties as defined in Article I, Section 3. If the planter strips are irrigated, as provided for in "The Estates," the Association shall also maintain these irrigation improvements and shall be responsible for property watering the landscape planter strips. The assessments for lots in The Estates have been increased accordingly to cover this additional cost. For all other areas in Crystal Ridge, it shall remain the responsibility of each individual owner to properly water each adjacent landscape planter strip fronting on their respective lot to maintain a green and park-like appearance. Actual maintenance of the planter strip and the street trees, including mowing, fertilizing, edging and related landscape maintenance shall be performed by the Association. In the event an owner fails to properly water the adjacent landscape strip and street trees fronting on their lot, the Association may undertake to provide watering from an independent service with the cost to be the responsibility of the respective owner who failed to provide for adequate watering, which shall then be considered an assessment subject to the provisions of Article VIII, Section 8.

2. Notwithstanding the other provisions set forth in this Section XII, Lots 12 through 34, inclusive, Lots 58 through 68, inclusive, and Lots 70 through 76, inclusive, all of The Estates, shall be required to incorporate vegetation covering a minimum of 80 percent of the total yard area to be landscaped, exclusive of decks, patios, driveways, and walkways. Furthermore, emphasis shall be placed on incorporating a variety of vegetation within the landscaping plan in addition to the minimum 50 percent grass sod within the front yard area. The Committee, during architectural review of the landscaping plan for each lot, shall have the sole and exclusive authority to determine whether the proposed landscaping meets the standards set forth herein, and to grant any waivers or modifications to these standards.

3. The installation of landscaping improvements required of each owner within the street right-of-way adjacent to each owner's lot pursuant to the provisions of this Section 12 must be coordinated with the Declarant during the development period and the Association following expiration of the development period. For all lots within The Estates, at such time as an owner is ready to install the landscape planter improvements within the street right-of-way, a minimum of 14 days notice must be given by each owner to Declarant during the development period or the Association upon expiration of the development period. This notice is required so that the Association can organize the installation of the irrigation system improvements as required through this Declaration within said planter strips. For all lots outside of The Estates, this notice shall not be required unless or until such time as the Association takes the necessary action to provide for an irrigation system outside of The Estates.

All street trees must be purchased from a location designated by the Declarant or the Association. The size of all street trees must be in conformance with the approved street tree planning plan on file in the City of Puyallup for Crystal Ridge, with possible adjustments for the size of nearby trees that might have been previously planted in the planter strips, in which case a larger diameter tree may be specified by the Declarant or the Association for continuity in the planter strips. Also, the grass sod must be purchased from a location selected by Declarant or the Association, unless otherwise approved by the Declarant or the Association. Hydroseeding or hand seeding of planter strips will not be allowed. Each owner is also responsible for installing a 4-inch round PVC irrigation sleeve under the driveway apron 18 inches deep and 12 inches

behind the back of curb. This is required for all lot owners to accommodate planned or future irrigation system improvements.

4. All other provisions of Section 12 shall remain unchanged.

23. ARTICLE XII. Section 13, is hereby deleted in its entirety and replaced with the following new Section 13:

Section 13. Chimney Construction Limitations. No metal flues or metal chimneys will be allowed on any residences or other buildings constructed on any lot within the plat of Crystal Ridge unless enclosed within a chase constructed with wood, masonry, or other suitable materials that may be approved by the Committee.

24. ARTICLE XII. Section 15. Maximum Structure Height Limitation/View Preservation, is hereby amended as follows:

1. In paragraph 2, the reference elevation previously identified as 392.04 is hereby changed to 449.33. The location of this new reference elevation is at the center of the cul-de-sac known as 41st Place S.E. which fronts on Lots 69 through 78, respectively. The previous reference to the intersection of Crystal Ridge Drive S.E. and Crystal Lane Loop S.E. is hereby eliminated.

2. The View Protection table of maximum ridge height elevations is hereby amended as follows:

The new elevation for Lot 24 shall be 440 versus 438.

The new elevation for Lot 28 shall be 410 versus 408.

New Lot 29 is added to the list with a maximum ridge height elevation of 400.

New Lot 30 is added with a maximum ridge height of 395.

New Lot 31 is added with a maximum ridge height of 395.

3. This Section 15 is also amended to clarify that the maximum ridge height elevation for any lot shall exclude chimneys from the restrictions in this Section 15.

4. All other provisions of this Section 15 shall remain unchanged.

25. ARTICLE XII. Section 16, is hereby amended as follows:

1. In the fifth sentence of this section, replace the words “above six (6) feet high and” with the words “to a height which.”

2. The following sentence shall be added to the end of this section: “The decision of the Committee shall be final in all disputes.”

26. ARTICLE XIII. Section 1. Building Materials, is hereby amended as follows:

1. Paragraph 2 is amended to require architectural grade composition shingle roofing, except in “The Estates” and “Janelle Estates,” with the specifications and color of such composition style roofing to be approved by the Committee and to be consistent throughout all areas of Crystal Ridge exclusive of “The Estates” and “Janelle Estates.” In “Janelle Estates,” architectural grade composition style roofing may be allowed by the Committee upon individual request, at the Committee’s sole discretion. In “The Estates, composition style roofing is still not allowed.

2. The color of all tile roof installations must be approved by the Committee prior to installation.

3. For T-111 siding installed on houses outside of “The Estates,” the requirement for consistency with the direction of the grooves with the lap siding is eliminated.

4. Decorative type materials simulating masonry may be allowed by the Committee in all areas of Crystal Ridge, excluding “The Estates,” unless otherwise approved by the Committee upon individual request.

5. The use of woodruff type roofing in “The Estates will require approval by the Committee, which will be subject to the Committee’s sole discretion. Furthermore, for all lots in Crystal Ridge where architectural grade composition-style roofing is allowed as further set forth in this section, special approval of the Committee will be required for the use of any roofing material other than an architectural grade composition style roof of a type and color specifically approved by the Committee.

6. All other provisions of this section shall remain unchanged.

27. ARTICLE XIII. Section 3. Plan Check/Construction Cleanup Fees, is hereby amended as follows:

The first paragraph shall be amended to include the following sentence:

The \$450 fee shall be due prior to the owner beginning any clearing, grading, or other construction on any lot in Crystal Ridge.

28. ARTICLE XIII. Section 4, is hereby deleted in its entirety and, replaced with the following:

Section 4. Maintenance of Planter Areas. It shall be the responsibility of the Association to maintain all of the 7.5-foot wide landscape planter strips within the right-of-way on each side of every street within the properties, as well as the entry planter landscaping and signage improvements in all areas of the properties, as further defined in Article I, Section 5 "Common Maintenance Areas." However, it shall remain the responsibility of each individual property owner outside of "The Estates," to properly water these adjacent landscape planter areas in front of their respective lots to maintain a green and park-like appearance until such time as these landscape strips may be irrigated in the future at the discretion of the Association, if ever. All irrigation systems within said planter areas, such as within "The Estates," shall be maintained by the Association upon their installation.

29. ARTICLE XV. Section 14. Variations, is hereby deleted in its entirety and replaced with the following paragraph:

Section 14. Variations/Final Authority of the Committee. The Committee, and the Declarant acting as the Committee, shall have the sole and exclusive authority to approve plans and specifications which do not conform to these restrictions in order to (1) overcome practical difficulties, or (2) prevent undue hardship from being imposed on an owner as a result of applying these restrictions, or (3) allow alternative construction upon specific request by an owner. However, such variations will only be approved in the event that the variation, in the sole and exclusive discretion of the Committee, or the Declarant acting as the Committee, will not (1) detrimentally impact the overall appearance of the development, (2) impair the attractive development of the subdivision, or (3) adversely affect the character of nearby lots to a significant degree. Granting such a variation shall not constitute a waiver of the restrictions or requirements articulated in this Declaration.

For purposes of approval of architectural design requirements, structure placement, analysis of view restrictions and all other aspects of review authority granted to the Committee and the Declarant through this Declaration, the decision of the Committee and the Declarant shall be final. The Committee shall have the sole and exclusive authority to deny approval for any construction in Crystal Ridge, so long as it is the decision of the Committee that such construction will be detrimental to the community of Crystal Ridge and/or the lots immediately adjacent thereto. This shall include the right to deny proposed construction which meets the basic minimum requirements of the Declaration, but is substantially out of character or design with the theme of Crystal Ridge and/or the majority of construction already approved within the development, or the construction already approved on adjacent or nearby lots.

30. ARTICLE XV. Section 15. Enforcement. This section is hereby amended to add the following paragraphs:

Enforcement by the Association may also include placement of a "stop work" order on any construction that does not comply with the provisions of this Declaration, including, but not limited to, construction that is started by any owner without first complying with the provisions of this Article XV for architectural review. This action may be taken by the Association as deemed necessary in accordance with the provisions of Article IX, Section 4 herein.

The authority to take action under the provisions of this section shall further extend to failure of any owner to pay the required review fees and submit the necessary plans and specifications required by the provisions of this section to the Association, prior to commencing with any work on said owner's lot.

31. ARTICLE XV. Section 16. Committee/Declarant Liability, is hereby amended as follows:

The first sentence is hereby deleted from this section and replaced with the following sentence:

The Association, and all owners, shall hold the Committee members and the Declarant, if acting as the Committee, harmless from any actions taken (or actions not taken) under any section of this Declaration, including, but not limited to, actions taken (or not taken) under Articles XII, XIII, and XV of this Declaration."

32. ARTICLE XVI. Section 2. Amendment, is hereby deleted in its entirety and replaced with the following section:

"The Covenants, Conditions and Restrictions articulated in this Declaration shall run with the land and bind the land for a

term of thirty (30) years from the date that this Declaration is recorded. After thirty (30) years have expired, the Covenants, Conditions and Restrictions shall be automatically extended in accordance with the provisions set forth in Section 1 of this article. So long as the Declarant is either a Class "A" or "B" member of the Association, this Declaration may be amended only if (a) the Declarant gives the Declarant's express written approval of the Amendment in writing, and (b) the owners of at least fifty-one percent (51%) of the lots, as expressed through the voting power granted to said owners pursuant to Article X, Section 3 herein, including those owned by Declarant, sign an instrument (which may be executed in counterparts) approving the Amendment. At such time as the Declarant is no longer a Class "A" or Class "B" voting member of the Association, this Declaration may only be amended if the owners of at least seventy-five percent (75%) of the lots, pursuant to the voting power granted to said owners pursuant to the terms of Article X, Section 3 herein, vote to amend particular provisions of this Declaration as then in effect (including any prior amendments). In no event shall any provisions expressly referring to the Declarant be amended at any time without the express written approval of the Declarant or the Declarant's successor in interest (unless the Declarant, or Declarant's successor in interest, no longer exist). All Amendments must be filed with the office of the Pierce County Auditor."

33. ARTICLE XVI. Section 8. Waiver of Opposition to Continued Development of Crystal Ridge, is hereby amended as follows:

The following sentence is hereby added to this section:

This section shall also apply to the development of any property incorporated into the Crystal Ridge Homeowners Association as provided for in Article III, Section 7, articulated in this Amendment.

AMENDMENTS TO RUN WITH THE LAND

The foregoing amendments to the Declaration contained in this First Amendment shall (1) for all purposes be and are hereby made fully a part of the original Covenants, Conditions and Restrictions for the Crystal Ridge Homeowners Association of Puyallup, as recorded under Pierce County Recording No. 9211160194, and (2) shall run with the land described in said Declaration, as amended, including, but not limited to, all of the lots within the properties now or hereafter subject to the Covenants, Conditions and Restrictions within the community of Crystal Ridge, and shall be binding on all parties who shall be or shall become the owner of any of said lots. The provisions of the Declaration, as amended by this First Amendment, are for the benefit of the current and future owners of all lots within said properties.

The Declaration as amended by this First Amendment, is intended and designed for the purpose of keeping said lots desirable, uniform, and suitable in architectural design and use. All property described on the Exhibits "A" and "B" to the Declaration, and as further amended herein, shall be held, sold, and conveyed subject to the Declaration of Covenants, Conditions and Restrictions as recorded under Pierce County Recording No. 9211160194, as amended by this First Amendment.

IN WITNESS WHEREOF, we the undersigned, the Declarant set forth in the Declaration, being also the owner of more than 51 percent of the lots subject to the Declaration, and being the owner of Lots 3 and 4 of the Novastar Short Plat, do hereby approve of this Amendment and set our hand and seal this 28th day of June, 1993.

NOVASTAR ENTERPRISES INC.