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Addendum to the First Amendment

To The Declaration of Covenants, Conditions and Restrictions

RECORDED  
CATHY PEARSALL  
AUDITOR PIERCE CO. WASH  
Recorded under Pierce County Recording No. 9211160194

In Pierce County, Washington

Crystal Ridge Homeowner's Association of Puyallup

This Addendum is to the First Amendment to that Declaration of Covenants, Conditions and Restrictions, first recorded under Pierce County, Washington, Recording No. 9211160194 (hereinafter referred to either as the "Declaration" or as the "Covenants, Conditions, and Restrictions"). The First Amendment to said Declaration is recorded under Pierce County, Washington, Recording No. 9307060139 (hereinafter referred to as the "Amendment").

WHEREAS, the undersigned, Novastar Development, Inc., is the owner of more than fifty-one percent (51%) of the lots within the property subject to the Declaration and the First Amendment to the Declaration; AND

WHEREAS, the undersigned, Novastar Development, 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 Addendum set forth below:

NOW THEREFORE, the undersigned, Novastar Development, Inc., as authorized by Article XVI "General Provisions," Section 2, "Amendment," of the Declaration does hereby make the following Addendum to the First Amendment to the Covenants, Conditions, and Restrictions. The Addendum shall become and is 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 the First Amendment and by this Addendum, 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, the First Amendment and the Addendum to 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.

The above referenced Declaration is hereby amended and modified as set forth below:

1. Article VI, Section 1, (d) is hereby replaced with the following:

(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 the 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 the top of the embankment defined as the beginning of the forty percent (40%) slope gradient and as shown on the face of the recorded plat map of The Estate at Crystal Ridge, shall be strictly prohibited for all owners and anyone else not specifically approved by the Declarant during the development period, or the Association after expiration of the development period. The Declarant and representatives of the Association authorized by the Committee shall have

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unrestricted access for the purpose of pruning vegetation and trees or maintaining the slopes within said open space tract, or for other related maintenance purposes.

Adjacent lot owners may have access to said open space tract subject to first obtaining written permission of the Committee or the Declarant acting for the Committee for the purpose of pruning vegetation for the reasonable protection of view. Adjacent lot owners, owning Lots 16 through 31 inclusive, in The Estates who wish to enter for purposes of pruning vegetation, bottom limbing, and/or selective thinning for the purposes of "reasonable" protection of view, shall submit in writing to the Board or the Architectural Control Committee a plan and description of the proposed activities within the open space tract. No clear cutting will be allowed. Upon review and written approval from the Committee, the member may access said open space tract to perform the pruning, limbing and/or selective thinning as approved by the Committee. In reviewing such a proposal, the Committee shall place a preferential priority on pruning over limbing and limbing over selective thinning. Any debris generated by such activities shall be removed and properly disposed of by the party responsible.

Each member of these adjacent lots shall indemnify and hold both the Declarant and the Association, together with all members thereof, harmless of any liability that may be directly or indirectly related to 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, successor, assigns, and friends or acquaintances, including any contractors or subcontractors working on or providing services for any of said lots at the direction of the approval of said owners.

2. Article XII, Section 12. Landscaping Standards, paragraph 2 is hereby replaced with the following:

Notwithstanding the other provisions set forth in this Section 12, Lots 16 through 31, inclusive, Lots 62 through 76, inclusive, all of The Estates, shall be required to incorporate vegetation covering a minimum of eighty percent (80%) of the total yard area to be landscaped, exclusive of decks, patios, driveways and walkways. Emphasis shall be placed on incorporating a variety of vegetation within the landscaping plan in addition to a minimum of fifty percent (50%) grass sod within the front yard area. Lots 16 through 31, inclusive, all of The Estates are further required to incorporate into the yard landscape plan, at least one substantive tree (2-inch caliper or better tree of a species capable of attaining a height roughly equivalent to the parcel's structure). 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 the standards. A "Supplemental Worksheet" is hereby attached to this Addendum which shall be filled out and submitted with all other items specified for review by the Architectural Control Committee prior to commencing any construction.


3. Article XII, Section 12. Landscaping Standards, paragraph 3 is partially amended as follows:

Each owner is also responsible for installing a 6-inch round PVC irrigation sleeve under the driveway apron.

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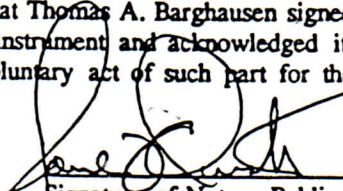
IN WITNESS THEREOF, we, the undersigned, the Declarant set forth in the Declaration, do hereby approve this Addendum and set our hand and seal this 8th day of November, 1993.

NOVASTAR DEVELOPMENT, INC.

  
Thomas A. Barghausen, President

STATE OF WASHINGTON )  
                                      ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Thomas A. Barghausen signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Novastar Development, Inc. to be the free and voluntary act of such part for the uses and purposes mentioned in the instrument.

  
Signature of Notary Public  
Nov 9, 1993 Dated



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