

9307060139

BK 0906PG0508

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

✓  
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 now 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 VIII.

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 sightly 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 properly 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 planting 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. 921160194, 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. 921160194, 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.

*Thomas A. Barghausen*  
Thomas A. Barghausen, President

93 JUL -6 AM10:57  
RECORDED  
CATHY PEARSALL-STIPER  
AUDITOR PIERCE CO. WASH.

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 ENTERPRISES INC. to be the free and voluntary act of such part for the uses and purposes mentioned in the instrument.

Date 7/6/93  
Signature of Janet D. Sumner  
Notary Public  
JANET D. SUMNER  
COMMISSION EXPIRES  
NOTARY PUBLIC  
APR. 12 - 1995  
STATE OF WASHINGTON