

**CRYSTAL RIDGE HOMEOWNERS' ASSOCIATION  
DECLARATION OF COVENANTS, CODES AND RESTRICTIONS**

**THIS DOCUMENT IS NOT THE ORIGINAL CC&RS, AS AMENDED, AND FILED WITH PIERCE COUNTY. THIS IS AN EDITED VERSION THAT INCORPORATES AMENDMENTS, AND, WITH SOME EXCEPTIONS, DELETES REFERENCES TO THE DECLARANT, THE DEVELOPMENT PERIOD AND REFERENCES TO NEW CONSTRUCTION. IT IS FOR REFERENCE ONLY AND SHALL NOT BE USED FOR LEGAL PURPOSES. PLEASE REFER TO THE CC&RS AND AMENDMENTS FILED BY THE DECLARANT AND RECORDED WITH PIERCE COUNTY.**

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**

Section 1: The name of the Homeowners Association 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.

Section 2: "Board" shall mean and refer to the Board of Directors of the Association, as provided for in Article X.

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: 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.

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(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. : 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.

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.

This section is further 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.

Section 6: "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.

Section 7: Omitted

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: Omitted

Section 10: "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,

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Washington. (All of said properties are legally described on Exhibit "A" and Exhibit "B" attached hereto).

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 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.

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: "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.

Section 14: "Crystal Ridge" shall mean and refer collectively to the "properties" described in Section 10 of this Article I.

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.

**ARTICLE II  
PRE-EXISTING RESTRICTIONS**

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.

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**ARTICLE III  
DEVELOPMENT PERIOD; MANAGEMENT RIGHTS OF DECLARANT DURING  
DEVELOPMENT**

Omitted:

**ARTICLE IV  
DEED AND DEDICATION OF COMMON AREAS**

Omitted:

**ARTICLE V  
DEED AND DEDICATION OF EASEMENTS**

Section 1: The Association has received, for the common use and enjoyment of the Association and the Owners, all easements created thereby for the purpose of landscaping, utilities, and access. The 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.

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.

**ARTICLE VI  
ADMINISTRATION AND USE OF COMMON AREAS AND COMMON MAINTENANCE  
AREAS**

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 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.

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(b) The right of the Association 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 Association 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 Members may deem appropriate. 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.

(d) Notwithstanding anything in this Declaration to the contrary 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 Association. 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 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.

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: 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)

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assessments for such improvements. Also, any such improvements would be subject to the acquisition of all required permits from governmental agencies.

Section 4: 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. The Association, following expiration of the development period, shall be exempt from this section.

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 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**

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. 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 Board 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.

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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: 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 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.

Section 5: Management. Each Owner expressly covenants that the Board 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**

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 and (2) special assessments for capital improvements. If the Owner fails to timely pay any assessments within thirty (30) days of the date specified by the Association 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

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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. The Association is responsible for 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 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.

(a) 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) The Board of Directors shall fix the annual assessment in accord with the above-recited standards

Section 4 (a) is Omitted

(b) Subsequent Special Assessment for Capital Improvements. In addition to the annual assessments authorized in Section 3 above, the Association 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.

Section 6: Uniform Rate of Assessment. Both annual and special assessments arising under Article VIII, Sections 3 and 11, must be fixed at a uniform rate for all Lots. Assessments shall be collected on a monthly, bimonthly, quarterly, or annual basis as determined by the Association.

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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. 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 Association, or its agent 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 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. 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.

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Section 11: Omitted

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 ESTATES.

**ARTICLE IX  
MAINTENANCE OF LOTS**

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.

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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 the 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. Omitted

**ARTICLE X  
HOMEOWNERS ASSOCIATION**

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 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: Voting Rights.

Class "A": Class "A" members shall be all owners, 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

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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.

Class B: Omitted

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 Association 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**

Section 1: All administrative power and authority shall vest in a Board of three directors who need not be members of the Association. Owners in The Estates and the remaining owners in Crystal Ridge shall have equal representation on the Board. 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. The Association, by amendment of the Bylaws, may increase the number of directors.

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.

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(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 cost 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

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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**

Section 1: 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. 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.

Omitted

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 shall determine whether any given use of a Site unreasonably interferes with those rights; such determinations shall be conclusive.

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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 of the 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) Omitted

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. 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 owner's expense upon demand 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: Omitted

Section 8: Signs. (a) 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

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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.

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 Association after expiration of the development period.

(b)(1) Omitted

(b)(2) Omitted

(b)(3)(i) Omitted

(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.

(d)(i) Omitted

(d)(ii) Omitted

(e) Omitted

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

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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: 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.

"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.

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. Omitted

3. Omitted

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

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unless enclosed within a chase constructed with wood, masonry, or other suitable materials that may be 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: 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 449.33 has been established in the top of the monument case placed in the street at the center of the cul-de-sac known as 41st Place S.E. which fronts on Lots 69 through 78, 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	440
25	438

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26	425
27	420
28	410
29	400
30	395
31	395
32	395
34	385

**LOT NUMBER    MAXIMUM RIDGE HEIGHT\***

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 utilized for vertical reference.

The maximum ridge height elevation for any lot shall exclude chimneys from the restrictions in this Section 15.

Section 16: 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 to a height which 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**

Section 1: 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

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

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.

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 Omitted

Section 3 Omitted

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 and the Committee 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

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(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 or Committee 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**

Section 1: Omitted

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: Omitted

**ARTICLE XV  
ARCHITECTURAL CONTROL**

Section 1: Architectural Control Committee ("Committee") 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 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

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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: Omitted

Section 9: Omitted

Section 10: Omitted

Section 11: Omitted

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 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.

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

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shall hold the Committee members harmless in the event that a structure which the Committee 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 shall be held responsible for any defect in any plans or specifications which are approved by the Committee nor shall any member of the Committee or any person acting on behalf of the Committee be held responsible for any defect in a structure which was built pursuant to plans and specifications approved by the Committee.

(b) 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: Variations/Final Authority of the Committee. 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 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 the decision of the Committee 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.

Section 15: Enforcement. The Association, Board, or any Owner shall have the right to bring suit for judicial enforcement of a determination of the Committee or 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).

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

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provisions of this section to the Association, prior to commencing with any work on said owner's lot.

Section 16: Committee Liability. The Association, and all owners, shall hold 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. By purchasing a Lot in Crystal Ridge, the Owners agree that, to the extent permitted by the law, 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 Committee under this Declaration.

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

**ARTICLE XVI  
GENERAL PROVISIONS**

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: Amendment. 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. 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).

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, 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

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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: Omitted

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 phrases, 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.