

**RESTATED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS APPLICABLE TO  
CRYSTAL VILLAGE IV, CRYSTAL VILLAGE V & CRYSTAL VILLAGE VI**

THIS DECLARATION, made on the date hereinafter set forth, by THE QUADRANT CORPORATION, Hereinafter referred to as "Declarant,"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain real property in Pierce County, Washington which is more specifically described and identified by the plat,

WHEREAS, Declarant has platted and subdivided the same pursuant to RCW Ch. 58.17, and

WHEREAS, Declarant intends to sell the residential lots in said plat,

NOW, THEREFORE Declarant hereby declares that all of said residential lots shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions hereinafter set forth. These easements, restrictions, covenants and conditions are intended to protect the value and desirability of the aforesaid real property. They shall run with the aforementioned residential lots and shall be binding on all parties having or acquiring any right, title, or interest in these residential lots or any part thereof, as well as their heirs, successors and assigns. They shall inure to the benefit of each present part thereof or interest therein.

**ARTICLE I  
DEFINITIONS**

Section 1. "Association" means the Crystal River Ranch Association, a Washington nonprofit corporation.

Section 2. "Declarant" means The Quadrant Corporation.

Section 3. "Real Property" means the entire land area shown and described by the plat.

Section 4. "Plat" means the plat of Crystal Village IV (V, VI) which Declarant filed for recording in the land records of Pierce County on \_\_\_\_\_, and which was recorded in the said Pierce County records under Auditor's File No. \_\_\_\_\_ on pages \_\_\_\_\_ and \_\_\_\_\_ of Plat \_\_\_\_\_.

Section 5. (Applicable to Crystal Village IV). "Lots" means the Lots shown on the plat and identified by numbers 1 through 139 or, if any such lot is Legally divided, each portion thereof.

Section 5. (applicable to Crystal Village V). "Lots means the Lots shown on the plat and identified by numbers 1 through 78 or, if any such lot is Legally divided, each portion thereof.

Section 5. (applicable to Crystal Village VI). "Lots means the Lots shown on the plat and identified by numbers 1 through 20 or, if any such lot is Legally divided, each portion thereof.

Section 6. (applicable to Crystal Village IV). "Common Area" means all real property to be transferred to and to be held by the Association for the common use, enjoyment or benefit of the Owners. The Common Area on the Real Property consists of Tract "B", Tract "D", and Tract "F" as shown on the Plat.

Section 6. (applicable to Crystal Village V). "Common Area" means all real property to be transferred to and to be held by the Association for the common use, enjoyment or benefit of the Owners. The Common Area on the Real Property consists of Tract "A" , and Tract "B" as shown on the Plat.

Section 6. (applicable to Crystal Village IV). "Common Area" means all real property to be transferred to and to be held by the Association for the common use, enjoyment or benefit of the Owners. The Common Area on the Real Property consists of Tract "A" as shown on the Plat.

Section 7. "Owner" means the owner, or the contract purchaser in possession, of a Lot. Declarant shall be considered the owner of all Lots not yet sold or reacquired by it.

Section 8. "Crystal River Ranch" means the residential community shown by the plat together with such future additions thereto as Declarant may chose to make in accordance with and under the authority of Article XI hereof and the Association's bylaws.

## **ARTICLE II** **PROPERTY RIGHTS**

Section 1. Each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to, and shall pass with, the title to the Owner's lot. Such right and easement shall be subject only to the following:

1. The right of the Association to Charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
2. The right of the Association to suspend the voting rights and the right to use the Common Area of an Owner for any period during which:
  - a. Any assessment against his lot remains unpaid or
  - b. Any violation of these covenants or of the Association's published rules for which he is responsible remains unabated;
3. The right of the Association, acting through its Board of Directors, to dedicate and transfer any utility system on, or which may be a part of, the Common Area, to Pierce County;
4. The right of the Association to dedicate and transfer all or any part of the Common Area to any person, corporation, in such manner and subject to such conditions as may be consistent with the Association's Articles of Incorporation, its Bylaws, and the Washington Nonprofit Corporation Act; and

5. The non-exclusive right of all other members of the Association to use, enjoy and have the benefit of the Common Area upon the same terms.

Section 2. Delegation of Use.

An Owner may delegate in accordance with such rules and regulations as the Association may promulgate, his rights of enjoyment of the Common Area and common facilities to the members of his family, his tenants, and his contract purchasers in possession. The use of the Common Areas and common facilities by delegated persons shall not relieve the lot owner of his/her responsibility to assure that the rules and regulations of the Association are honored.

**ARTICLE III  
DECLARANT'S DUTY TO CONVEY AND  
ASSOCIATION'S DUTY TO ACCEPT COMMON AREA**

Declarant shall convey to the Association all, and the Association shall accept all or any parts, of the Common Area and recreational facilities thereon as soon as the Association is able to operate and maintain the same in a manner appropriate to the needs and desires of the Owners, or as soon as the Association has an opportunity and wishes to dedicate the same to Pierce County or some other suitable governmental body. Declarant shall not delay the transfer of the Common Area indefinitely or otherwise unreasonably. Declarant may convey to the Association, and the Association shall accept if offered any utility systems or other common improvements, or parts thereof.

**ARTICLE IV  
THE ASSOCIATION AND MEMBERSHIP  
AND VOTING RIGHTS THEREIN**

Section 1. The Owner of each Lot (or legally divided portion of a lot – CV IV, V, VI) shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of one or more lots subject to assessment. Assessments are based on lots as originally platted. Combining lots (short-platting) shall not be cause for assessments to be combined.

Section 2. To the extent that they touch and concern the land described by the Plat, the Articles of Incorporation and Bylaws of the Association shall be deemed covenants running with the land, and shall be as binding upon Owners as if verbatim recited therein.

Section 3. the voting rights of the Association members shall be as specified in the Association Bylaws.

## **ARTICLE V** **ASSESSMENTS**

### Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each Owner, by accepting a deed to or land contract for a Lot (or legally divided portion of a Lot – CV IV, V, VI) (whether or not it shall be so expressed in such instrument), shall be deemed to covenant to pay to the Association:

1. Regular annual assessments, and
2. Special assessments for capital improvements, such regular annual and special assessments to be established and collected as hereinafter provided. The regular annual and special assessments, together with interest, costs and reasonable attorney's fees shall be a charge on each Owner's Lot, and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

### Section 2. Purpose of Assessments.

The regular annual and special assessments levied by the Association shall be used exclusively to administer these covenants, to maintain and improve the Common Area, to operate and maintain the recreation facilities, and generally to promote the recreation, health, safety, comfort, convenience and welfare of the Owners of Crystal River Ranch.

### Section 3. Maximum Regular Annual Assessments.

1. Assessments shall be set by the Board of Directors each year.
2. The Board of Directors shall fix the regular annual assessment at any amount not in excess of \$150.00 plus 3% per year compounded annually from 1973 (1974 – CV VI) provided that this maximum assessment may be exceeded for any year with the prior approval of the Owners of 2/3 of the lots voting at a duly called membership meeting.

### Section 4. Special Assessments for Capital Improvements.

In addition to the regular annual assessments authorized above, the Association may levy, in any assessment year, a special 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 Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at the meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3. and 4.

Written notice of any meeting called for the purpose of taking any action of the membership of the Association authorized under Section 3. or Section 4. of this Article V shall be sent to all members not less than 30 days or more than 50 days in advance of the meeting. At first such meeting called, the presence of members or of proxies entitled to cast 50% of all votes entitled to be cast by each class of members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding. No such subsequent meeting shall be held more than 50 days following the preceding meeting.

Section 6. Uniform Rate of Assessment.

Both regular annual and special assessments must be fixed at a uniform rate for all lots subject to assessment.

Section 7. Date of commencement of Regular Annual Assessments Due Dates.

The regular annual assessments provided for herein shall commence as to all lots subject thereto on the first day of January, 1973 (1974 – CV VI). The Board of Directors shall fix the amount of the regular annual assessment against each lot at least 30 days in advance of the beginning of each annual assessment period. Written notice of the regular annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Probation.

When an Owner purchases a lot after January 1, 1973 (1974 – CV VI) his liability for the regular and special assessments which have been established for the year of purchases shall be prorated in accordance with the number of days remaining in that year on the date of purchase. Such prorated assessments shall be due and payable on the day of closing.

Section 9. Effect of Nonpayment of Assessment; Remedies of the Association.

Any assessment not paid by the due date shall bear interest from the due date at the rate prescribed by the board. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the lot subject thereto. No Owner subject to assessment may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot. The Association may suspend a delinquent Owner's voting rights and his right to use, enjoy and have the benefit of the Common Area for such period as his delinquency continues.

Section 10. Subordination of Assessment Liens to Declarant's Security Interest.

The lien of the assessment provided for herein shall be subordinate to any security interest of Declarant in any lot which secures any Owner's obligation to pay Declarant the purchase price of such lot.

**ARTICLE VI**  
**ARCHITECTURAL CONTROLS**

Section 1. Architectural Control Committee Must Approve all Construction.

In general, Pierce County building codes will govern any new construction in Crystal Villages IV, V, and VI. Plans and specifications showing the nature, kind, shape, height, materials and locations of new construction as well as additions to existing structures, fences, walls, etc, must be submitted to, and approved in writing by the Architectural Control Committee or the Board of Directors after first obtaining the necessary building permits from the County.

Section 2. Guidelines to be Used by Architectural Control Committee in Evaluating Applications.

It is intended that the structures and other improvements will become part of the landscape and blend into their surroundings. Simple, well-proportioned structures using woods, stone or masonry are required. It is further intended that structures be screened from the road to the extent possible so that the area retains its natural appearance.

Section 3. Architectural Control Committee Must Approve All Landscaping.

No landscaping work, including the removal of natural trees, shrubs, brush and other ground cover, shall be undertaken on any Lot until the plans and specifications showing the nature and other details of the proposed work shall have been submitted to and approved in writing by the Board of Directors of the Association or the aforementioned Architectural Control Committee appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove of such proposed landscaping work within 45 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been complied with.

**ARTICLE VII**  
**LAND USE RESTRICTIONS**

Section 1. Lots shall be used for single-family residential purposes only.

Section 2. There shall be no water wells in Lots. Owners of such Lots desiring a water supply must be connected in an approved manner to the central community water system to be installed by Declarant.

Section 3. Sanitary waste disposal is to be accomplished on each individual lot by means of septic tank and drain field systems constructed by the Owner to Pierce County standards and approved by the Pierce County Health Department.

Section 4. No signs shall be erected or maintained on any Lot except:

1. One sign of not more than 3 square feet identifying Lot Owners or occupants, and
2. One sign of not more than 6 square feet, advertising a Lot for sale or rent.

Section 5. Horses and common household pets such as dogs and cats may be kept on a Lot for non-commercial purposes if and so long as they do not become a nuisance, except that because of the Lot size no horse may be kept on Lots 62 through 122 inclusive, Crystal Village IV; Lots 15 through 59 inclusive, Crystal Village V; or on a portion smaller than 20,000 square feet on any legally divided Lot. Dogs must be leashed and accompanied by a Lot Owner if allowed onto any Common Area.

Section 6. No trash, garbage, rubbish, refuse or other solid waste of any kind, including particularly inoperable automobiles, appliances and furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on any part of Crystal River Ranch. Garbage and similar solid waste shall be kept in sanitary containers well suited for that purpose. The Owner or occupant of each Lot shall be responsible for the disposal of solid waste at legally established solid waste disposal facilities outside Crystal River Ranch or arrange for pickup by a local garbage collector. Solid waste which is easily combustible and suitable for incineration may be incinerated on Lots provided the incineration of such waste does not violate any law, ordinance, or air pollution regulation and does not constitute a nuisance.

Section 7. The use of firearms or explosives is prohibited, except as required for construction work duly authorized by the Board of Directors or the Architectural Control Committee.

Section 8. No Owner shall change or interfere with the natural drainage of the Real Property without the prior written approval of the Board of Directors or the Architectural Control Committee.

Section 9.

1. Boat trailers and boats may be parked or stored on Lots with written permission of the Board of Directors or the Architectural Control Committee, provided they are adequately screened from public view. The Board of Directors or Architectural Control Committee shall determine what constitutes adequate screening, and such determination shall be conclusive.
2. Travel trailers, campers, and tents may be used or parked on unimproved Lots:
  - a. When in used by Lot Owner for periods not exceeding two weeks,
  - b. On weekends or holidays, and
  - c. With the written permission of the Board of Directors or Architectural Control Committee during the period in which a permanent dwelling is being constructed upon the Lot.

During the temporary use of travel trailers or campers under the authority of this subsection, all applicable covenants and restrictions shall be strictly complied with, particularly that concerning sanitary sewage disposal (Article VII, Section 3).

Section 10. No basements, garages, sheds, shacks, outbuildings or nonpermanent structures shall be used as dwellings on any Lot except:

1. With the written permission of the Board of Directors or Architectural Control Committee,
2. And then only for such relatively short periods of time as may be specified in written permit authorizing such use.

Section 11. No fuel tanks shall be maintained on any Lot without written permission of the Board of Directors or Architectural Control Committee, which may grant such permission subject to adequate screening, state and county codes, and other appropriate requirements.

Section 12. No vehicle shall be parked on the Common Area except those portions of it which have been specifically set aside and designated as parking lots by the Association. No vehicle shall ever be abandoned or dismantled and no major vehicle repair work shall ever be performed on any part of the Common Area. No vehicle in an extreme state of disrepair shall ever be parked or permitted to remain on any part of the Common Area for more than 48 hours. A vehicle shall be deemed in an extreme state of disrepair when it is incapable of moving under its own power or when, in the opinion of the Directors of the Association or the Architectural Control Committee, its presence offends the reasonable sensibilities of the occupants of Crystal River Ranch. If any Lot Owner violates the foregoing regulations or permits a violation thereof by members of his family, his invitees or his licensees, and fails to cure such violation within 48 hours of having been notified thereof, the Association or the Architectural Control Committee may correct the offending condition and add cost of such correction to the assessments to which such Owner's Lot is subject.

Section 13. No Lot shall ever be used in a fashion which unreasonably interferes with the other Lot Owner's or the Association's right to the use and enjoyment of their respective properties, or the other Lot Owners' right to the use and enjoyment of the Common Area. The Board of Directors of the Association or the Architectural Control Committee designated by it shall determine whether any given use of a Lot unreasonably interferes with those rights and such determination shall be conclusive.

## **ARTICLE VIII BUILDING RESTRICTIONS**

Section 1. Only detached single-family residences, mobile homes, and appurtenant outbuildings such as stables, garages, woodsheds, and the like may be constructed or permitted to remain on Lots. Only one such residence may be built on each Lot.

Sections 2. No construction of such dwelling may be started on any Lot without first obtaining:

1. Any building permits required by the proper local government authority, and
2. A building permit from the Board of Directors of the Association or the Architectural Control Committee designated by it pursuant to Article VI of these Covenants.



Section 3. Each single-family residence on a Lot shall contain a minimum floor area of 600 square feet exclusive of second floors, open decks (covered or uncovered), garages, covered carports, sheds or other outbuildings.

Section 4. All buildings constructed hereunder shall conform to the specifications and requirement of the most recent revisions of the State of Washington electrical code and the uniform building code in force at the commencement of construction.

Section 5. Drawings submitted to the Board of Directors or the Architectural Control Committee shall be of the following form and content:

1. Copy of plot plan and building plan as submitted to Pierce County, with copies of permits when approved prior to construction.
2. Roofing material and color.

Section 6. Exterior finishes shall have a flat (no gloss) appearance and shall tend to grays, greens and browns, and shall be subject to approval. The Board of Directors and the Architectural Control Committee will not approve white or bright colors.

Section 7. Mobile homes shall meet the following minimum requirements:

1. Only "double wide" units are permitted.
2. Minimum of 600 square feet of floor space.
3. The exterior siding shall resemble standard permanent construction as nearly as possible and shall not have glossy finished or vertically ribbed exteriors. "Lap-stake" and other horizontally ribbed exteriors are permitted.
4. The mobile home shall meet all of the standards and requirements of the State of Washington, Pierce County and any other governing regulatory agency in effect at the time of installation.
5. All additions and accessory buildings shall be complimentary in design and exterior finish.

Section 8. The Board of Directors or its Architectural Control Committee may upon application, grant exemptions from these requirements to Owners who establish, to the satisfaction of the Board of Directors or Architectural Control Committee, that the building's design desired by the applicants are aesthetically as appealing, as suited to climatic conditions, and as compatible with the overall character of Crystal River Ranch as buildings which do meet these requirements.

Section 9. The exterior of any buildings constructed hereunder (including painting or other suitable finish) shall be completed within one year of the beginning of the construction so as to present a finished appearance when viewed from any angle. The building area shall be kept reasonably clean during the construction period.

Section 10. At the time a permanent dwelling is built, or a mobile home placed on a Lot, adequate off-street parking for at least two cars/recreational vehicles shall be provided and maintained on the Lot. Travel trailers, etc. must be suitably screened, if possible.

Section 11. No fence, wall, or hedge shall be erected, located, or planted or maintained upon any Lot:

1. Without the written approval of the Board of Directors or its Architectural Control Committee, or
2. In a manner which would unreasonably obstruct the view from any other Lot.

Section 12. No building or structure of any kind, erected or maintained or suffered to be erected or maintained by the Owner of a Lot may trespass or encroach upon the Common Area. The Association shall have authority to abate any such trespass or encroachment upon the Common Area at any time, by any reasonable means and without having to bring legal proceedings.

Section 13. All buildings and landscaped grounds on any Lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness.

## **ARTICLE IX INTERPRETATION, ADMINISTRATION AND ENFORCEMENT OF THESE COVENANTS**

Section 1. If the Board of Directors chooses to appoint an Architectural Control Committee as hereinbefore provided, such Committee shall have primary and exclusive jurisdiction to interpret, administer and enforce these Covenants and find all facts relative to any claimed or suspected violation. The Committee may collect a reasonable application fee from applicants for building permits pursuant to Article VIII, Section 2, of these Covenants.

Any Owner adversely affected by Committee action may appeal to the Board of Directors. Appeals shall be made in writing within ten days of the Committee's action, and shall set forth the part of the Committee's action deemed objectionable. The appeal shall be considered by the Board at its next scheduled meeting, and final and conclusive determination shall be made by the Board within fifteen (15) days after such meeting.

The Committee shall be responsible for seeing to it that Lot Owners who may be adversely affected by a Committee decision are given reasonable notice thereof.

Section 2. The Association, acting through its Architectural Control Committee, if any, and its Board of Directors, shall be primarily responsible for enforcing these Covenants and for preventing and abating violations thereof. In performing this function it may avail itself of such injunctive and other legal remedies as may be available to it under Washington Law. The Association may charge the costs of preventing or abating a violation of these Covenants to the offending Owner and add the amount thereof to his next regular annual or special assessment. Such costs may include a reasonable attorney's fee.

Section 3. Any Owner may complain of an actual or threatened violation of these Covenants to the Architectural Control Committee if there is one, or to the Board of Directors, if there is no Architectural Control Committee, and demand that the Association prevent or abate the same. No Owner may sue to prevent or abate an actual or threatened violation of these Covenants without having done so and without having exhausted the remedies available to him within the Association. However, no building, the construction of which has been commenced, and no landscaping work or other structure which has been completed shall be deemed in violation of these Covenants if the same was authorized by a building permit duly issued pursuant to Article VIII, Section 2, of these Covenants.

Section 4. The Declarant shall have no obligation to enforce or seek the enforcement of these Covenants. The Declarant shall have no liability for the enforcement or nonenforcement of these Covenants except to the extent its representatives, representing themselves as individual Lot Owners.

## **ARTICLE X AMENDMENT**

The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first 20-year period by an instrument signed by not less than 90% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded.

## **ARTICLE XI ANNEXATION**

### **Applicable to Crystal Village IV**

Declarant shall have the option to add to the Real Property further residential and commercial property and Common Area located in Section 25 of Township 19 North, Range 9 East of Willamette Meridian by recording Plats identifying the same as Additions to Crystal Village IV or as additional Decisions of Crystal Village, or by amending the Covenants, Conditions and Restrictions of prior Divisions of Crystal Village.

### **Applicable to Crystal Village V & VI**

Declarant shall have the option to add to the Real Property further residential and commercial property and Common Area located in Section 25 of Township 19 North, Range 9 East of Willamette Meridian by recording Plats identifying the same as additional Divisions of Crystal Village, or by amending the Covenants, Conditions and Restrictions of prior Divisions of Crystal Village.

**ARTICLE XII**  
**SEVERABILITY**

Invalidation of any one of these Covenants or restrictions by judgment or court order shall in no way affect or invalidate any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and corporate seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

THE QUADRANT CORPORATION

DECLARANT

The above text restates Articles I – XII in effect as of December 31, 1974.