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1993 REVISIONS:

**COVENANTS, CONDITIONS & RESTRICTIONS
APPLICABLE TO CRYSTAL VILLAGES I, II, AND III**

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH

THIS DECLARATION, made on the date herein after set forth, by the Crystal Village Homeowners Association, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, Association members are the owners of those certain real properties in Pierce County Washington, which is more specifically described and identified by the plat.

NOW THEREFORE, Association members hereby declare that all such 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 or future owner of the aforementioned real property of any part thereof or interest therein.

ARTICLE I - DEFINITIONS

SECTION 1. "Association" means the Crystal Village Homeowners Association, a Washington non-profit corporation, who is record holder of the common real properties.

SECTION 2. "Real Property" means the entire land area shown and described by the plat.

SECTION 3. "Plat" means the plat of Crystal Village I, Crystal Village II, and Crystal Village III:

Plat for Crystal Village I was filed for recording in the land records of Pierce County on December 23, 1963, and which was recorded in the said Pierce County records under Auditor's File No. 2037501 on pages 58, 59, and 60 of Plat Volume 25.

Plat for Crystal Village II was filed for recording in the land records of Pierce County on January 31, 1972, and which was recorded in the said Pierce County records under Auditor's File No. 2429901 on pages 34 and 35 of Plat Volume 43.

Plat for Crystal Village III was filed for recording in the land records of Pierce County on January 31, 1972, and which was recorded in the said Pierce County records under Auditor's File No. 2429902 on pages 36 and 37 of Plat Volume 43.

SECTION 4. "Lots" mean the lots shown on the plats for:

Crystal Village I- Identified thereon by arabic numerals running from 1 through 19, Block 1; 1 through 22, Block 2; and 1 through 6, Block 3.

Crystal Village II- Identified thereon by arabic numerals running from 1 through 20.

Crystal Village III- Identified thereon by arabic numerals running from 1 to 11 and lawfully divided portions thereof.

SECTION 5. "Common Area" means all real property 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:

- In Crystal Village I - Tracts "A" and "B" as shown on the plat along with Lot 18, Block 1. Additional common area adjacent to the plat consisting of approximately 14 acres in Section 25, Township 19 N., Range 9 E., W.M., bounded by the Plat, the White River, Washington S.R. 410 and the plat of Crystal Village II, together with Tract "B".
- In Crystal Village II and III - Tract "A" as shown on the plat.

All permanent structures and fixtures upon the Common Area, including roads and utility systems, shall be deemed a part thereof.

SECTION 6. "Owner" means the owner, or the contract purchaser in possession, of a Lot.

SECTION 7. "Crystal Village" means the residential community shown by the plats of Crystal Villages I, II, and III.

ARTICLE II - PROPERTY RIGHTS

SECTION 1. - OWNERS' EASEMENT OF ENJOYMENT:

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:

[a] The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area:

[b] 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

[i] any assessment against such owner's lot remains unpaid, or

[ii] any violation of these covenants or of the Association's published rules for which such owner is responsible remains unabated;

[c] 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:

[d] The right of the Association to dedicate and transfer all or any part of the Common Area to any person, corporation, public agency, authority, or utility for such purposes in such manner and subject to such conditions as may be consistent with the Association's Articles of Incorporation, its Bylaws, and the Washington Non-profit Corporation Act; and

[e] 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 right of enjoyment of the Common Area and common facilities to the members of his or her family his, or her tenants, and his or her contract purchasers in possession.

**ARTICLE III - THE ASSOCIATION AND MEMBERSHIP
AND VOTING RIGHTS THEREIN**

SECTION 1. Every Owner of a Lot 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.

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 herein.

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

ARTICLE IV - 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 [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 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, and to maintain and operate the water system and related utilities.

SECTION 3. Annual Assessments

A. The annual assessment established for 1992 is \$100.00.

B. The maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

- C. The maximum annual assessment may be increased above 10% by majority vote of the members who are voting in person or by proxy at the annual homeowners meeting, or a meeting duly called for this purpose.

SECTION 4. Special Assessments

In addition to the regular annual assessments authorized above, the association may levy, in any assessment year, a special assessment 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 and CVHA water system, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of 60% of the votes of members who are voting in person or by proxy at the annual meeting or a meeting duly called for this purpose.

SECTION 5. Notice and Quorum for any Action Authorized under Sections 3 & 4.

Written notice of any meeting called for the purpose of taking an action authorized under Section 3 or Section 4 of this article IV shall be sent to all members not less than 30 days nor more than 50 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast 50% of all votes entitled to be cast by 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 meeting. 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. Regular Annual Dues and Assessments Due Dates.

The regular annual assessments provided for herein shall be due and payable on all Lots subject thereto on the first day of January of each year. The Board of Directors shall fix the amount of the regular annual dues and 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 Association shall, upon demand, and for a 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. Effect of Non Payment of Annual Dues and Assessments; Remedies of the Association.

Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 9% per annum. 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 or her Lot. The Association may suspend a delinquent Owner's voting and water rights and their right to use, enjoy and have the benefit of the Common Area for such period as their delinquency continues.

ARTICLE V - ARCHITECTURAL CONTROLS

SECTION 1. Architectural Control Committee Must Approve all construction.

No building, fence, wall or other structure shall be commenced, erected, or maintained upon Lots or Common Area or any part thereof, nor shall any exterior addition be made, until the plans and specifications have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Control Committee composed of three members appointed by the Board. In the event said Board, or the Architectural Control Committee designated by it, fails to approve or disapprove such design and location 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 fully complied with.

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

It is intended that the structure and other improvements will become part of the landscape and blend into their surroundings, simple, well-proportioned structures using native materials are required.

ARTICLE VI - LAND USE RESTRICTIONS

SECTION 1. Any homes constructed on lots shall be used for single-family residences.

SECTION 2. There shall be no water wells on Lots. Owners of such Lots desiring a water supply must be connected in an approved manner to the central community water system owned and maintained by the Association.

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

SECTION 4. With exception of the Crystal Village signs posted at entrances to Crystal Villages I, II, and III, no signs shall be erected or maintained on any Lot except

- (a) one sign of not more than 3 square feet identifying lot owners or occupants, and
- (b) one sign of not more than 6 square feet, advertising a Lot or house for sale or rent.

SECTION 5. No Lot shall be used for the raising or breeding of animals. However, domestic animals may be kept on a Lot so long as the Owner is in compliance with Pierce County ordinances which apply to such animals, and the pet remains primarily within the confines of the Lot.

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 the Real Property. 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 the Real Property. However, solid waste which is easily combustible and suitable for incineration may be incinerated on Lots provided:

- (a) such equipment meets all standards established by law or county ordinance.
- (b) 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 approval of Pierce County.

SECTION 9.

- A. The permanent use upon Lots of house trailers, motor homes and similar vehicles as dwellings is prohibited. Such vehicles may be used temporarily, with the written approval of the Board of Directors or the Architectural Control Committee, and upon such terms and conditions as the Board of Directors or Architectural Control Committee may choose to prescribe.
- B. Recreational vehicles and trailers may be parked or stored on Lots.

SECTION 10. No sheds, shacks, outbuildings or impermanent structures such as tents, trailers or motor homes shall be used as dwellings on any lot.

SECTION 11. No fuel tanks shall be maintained on any Lot without approval of the appropriate Pierce County agency. All above ground tanks should be adequately screened.

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 Village I, II, or III.

If any Lot Owner violates the foregoing regulations or permits a violation thereof by members of his or her family, their invitees, or their licensees, and fails to cure such violation within 48 hours of having been notified thereof by the Association or the Architectural Control Committee, the Association may correct the offending condition and add the 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 interferes with the other Lot Owners' right to the use and enjoyment of the Common Area.

ARTICLE VII BUILDING RESTRICTIONS

SECTION 1. Only detached single-family residences and/or outbuildings such as garages, woodsheds, and the like may be constructed on Lots. Only one residence may be built on each Lot, or Pierce County approved subdivision thereof.

SECTION 2. No construction may be started on any lot without first obtaining

- (a) a building permit from the proper local government authority, and
- (b) approval from the Board of Directors of the Association or the Architectural Control Committee designated by it pursuant to Article V 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 outbuilding.

SECTION 4. All buildings constructed hereunder shall conform to the specifications and requirements 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 copies of complete blueprints and plot plan as submitted to Pierce County for the building permit.

SECTION 6. Exterior wood surfaces may be left to weather naturally or painted in subdued colors as appropriate with Article V, Section 2.

SECTION 7. Recommended roof covering [new construction or re-roofing of an existing structure] is any fire-retardant material that is non-reflective - subject to approval of the Board of Directors or Architectural Control Committee. [A sample of roofing material should be submitted with request for approval].

SECTION 8. The exterior of any buildings constructed hereunder [including painting or other suitable finish] shall be completed within one year of the beginning of 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 9. At the time a permanent dwelling is built on a Lot, adequate off-street parking for two vehicles or more shall be provided on the lot.

SECTION 10. Garages on lots may be detached from the main dwelling structure. However, carports and patios must be a part of the main dwelling structure or connected to it by a roof or fence. At least one side of a carport must be enclosed. The design and roof materials of garages and carports shall be compatible with those of the main dwelling.

SECTION 11. 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 12. Security exterior lighting which is visible from any street, any part of the Common Area or any other Lot in Crystal Village I, II, or III may be installed only with the written permission of the Board of Directors or its Architectural Control Committee.

SECTION 13. All buildings and landscaped grounds on any Lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. [Undesirable weeds that have a tendency to spread across property lines should be kept under control].

**ARTICLE VIII - INTERPRETATION, ADMINISTRATION
AND ENFORCEMENT OF THESE COVENANTS**

SECTION 1. If the Board of Directors chooses to appoint an Architectural Control Committee as herein before 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.

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 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 or her next regular annual or special assessment. Such costs may include all legal fees.

SECTION 3. Any Owner may complain of a violation of these Covenants to the Architectural Control Committee if there is one, or to the Board of Directors, if there is none, and request that the Association prevent or abate the same. No Owner may sue to prevent or abate an actual violation of these Covenants without having done so and without having exhausted the remedies available to him or her within the Association. However, no structure the construction of which has been commenced, and no structure or fence 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 VII, Section 2 of these covenants.

ARTICLE IX - AMENDMENT

The covenants and restrictions of this Declaration run with and bind the land, for a term of 10 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended by an instrument signed by not less than two-thirds of the Lot Owners. Any amendment must be recorded.

ARTICLE X - SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgement 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 Association herein, has hereunto set its hand this
18th day of March 1993

CRYSTAL VILLAGE HOMEOWNERS ASSOCIATION

Melvin L. Southworth, Chairman
Joon Henselfeld, Secretary

State of Washington
County of Pierce

On this 18th day of March, 1993, the above persons personally appeared of their free act.

Teresa D Steel
Notary residing in Greenwater,

We certify that these revised covenants were approved by 79% of the lot owners and meet the requirements set forth in Article X of former covenants.

CRYSTAL VILLAGE HOMEOWNERS ASSOCIATION:

Mel Southworth

Mel Southworth, Chairman, Board of Directors

Joan Haselfeld

Joan Haselfeld, Secretary, Board of Directors

State of Washington
County of Pierce

On this 18th day of March, 1993, before me personally appeared the above persons, to me known, acknowledged that they signed the same of their own free and voluntary act.

Teresa D. Steel
Notary Public residing in Greenwate

These revised covenants revoke those filed under #2513573 in the Pierce County Auditor's Office