

Cedar Ridge Homeowner's  
Association,  
P.O. Box 7403,  
Bonney Lake, WA 98390-7403



Declaration of  
Protective Covenants; Conditions and Restrictions  
Cedar Ridge Estates

ARTICLE I

1.1 **DECLARATION.** The Lots shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lots. Such easements, covenants, conditions and restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in any Lot and shall inure to the benefit of each owner thereof; and are imposed upon each Lot as a servitude in favor of each and every other Lot and the dominant tenements.

1.2 **TERM.** This Declaration shall be effective for an initial term, expiring December 21, 2020 and thereafter by automatic extension for successive periods of ten (10) years each, unless terminated, at the expiration of the initial term or any succeeding ten year term by a Termination Agreement executed by the then owners of not less than seventy-five percent (75%) of the Lots then subject to this Declaration.

1.3 **ARCHITECTURAL CONTROL COMMITTEE.** The board shall appoint the Architectural Control Committee (ACC) whose duties are defined in the Covenants, Conditions and Restrictions. The ACC shall consist of not more than three (#) members. The ACC may designate a single person to act on behalf of the ACC. No members of the ACC shall be entitled to compensation as representatives of the ACC. The ACC may act on items specifically covered in the CC&Rs and By-Laws. The representative to the Board from the ACC shall notify applicants of items requiring Board approval.

**NOTE:** The initial ACC was dissolved and turned over to the Homeowner's Association Control in October 1991.

1.4 **ARTICLES OF INCORPORATION AND BYLAWS.** The Cedar Ridge Homeowners Association is incorporated as a non-profit corporation in accordance with the Washington Non-Profit Corporation Act (RCW chapter 24.03). The Articles of Incorporation and Bylaws for the Association are being filed concurrently with this declaration.



## ARTICLE II

2.1 EASEMENTS. On each Lot, an easement is reserved under and upon ten foot strips of land parallel and adjacent to boundary lines along road rights-of-way for utility installation and maintenance, including but not limited to power, telephone, cable television, water, sewer, drainage and gas, together with the right to enter upon the Lot at all times for such purposes. Additional utility easements are reserved as shown on the recorded plat and others may also be recorded if required by governmental agencies or other bodies. Within such strips no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change, obstruct or retard the flow of water through drainage channels. Such easement areas and all improvements therein shall be maintained by the owner of the Lot, except as to utilities services improvements located therein, which are the responsibility of the utility entity owning such improvements. Additional easements may be needed for sewer lines and drain fields for adjacent lots.

## ARTICLE III

3.1 SITE PREPARATION. Clearing and grading, including, but not limited to, the cutting or transplanting of natural vegetation on any Lot, shall not be undertaken until plans for the single family dwelling to be constructed thereon are approved by the ACC as provided for herein.

3.2 CONSTRUCTION APPROVAL. No building or other structure shall be commenced, erected or altered upon any Lot, nor shall any exterior addition be made until the construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, colors and locations of the same shall have been submitted to and approved in writing by the ACC as to harmony of exterior design and location in relation to, and its effect upon, surround structures and topography. Fencing and landscape plantings are permitted on side and rear property lines as approved by the ACC. If the ACC fails to approve or disapprove such design and location within fifteen (15) days after such plans and specifications have been received by the ACC, approval will not be required, and this Article will be deemed to have been fully complied with. All plans, specifications, and plot plans are to be submitted to the Committee at the following address:

Cedar Ridge Homeowner's Association,  
P.O. Box 7403,  
Bonney Lake, WA 98390-7403



Or at such other address as may hereafter be given in writing to the lot owners by the Board.

NOTE: It is the responsibility of the homeowner to verify in writing the date the ACC received their request.

**3.3 CONSTRUCTION TIME.** Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting and landscaping, within six (6) months from date of start of construction except for reasons beyond the control of the lot owner, in which case a longer period may be permitted if approved in writing by the ACC. The landscaping to be completed within the six (6) month time frame is inclusive of the lawn, rockery, shrubbery, etc. for the entire front yard lot line to lot line.

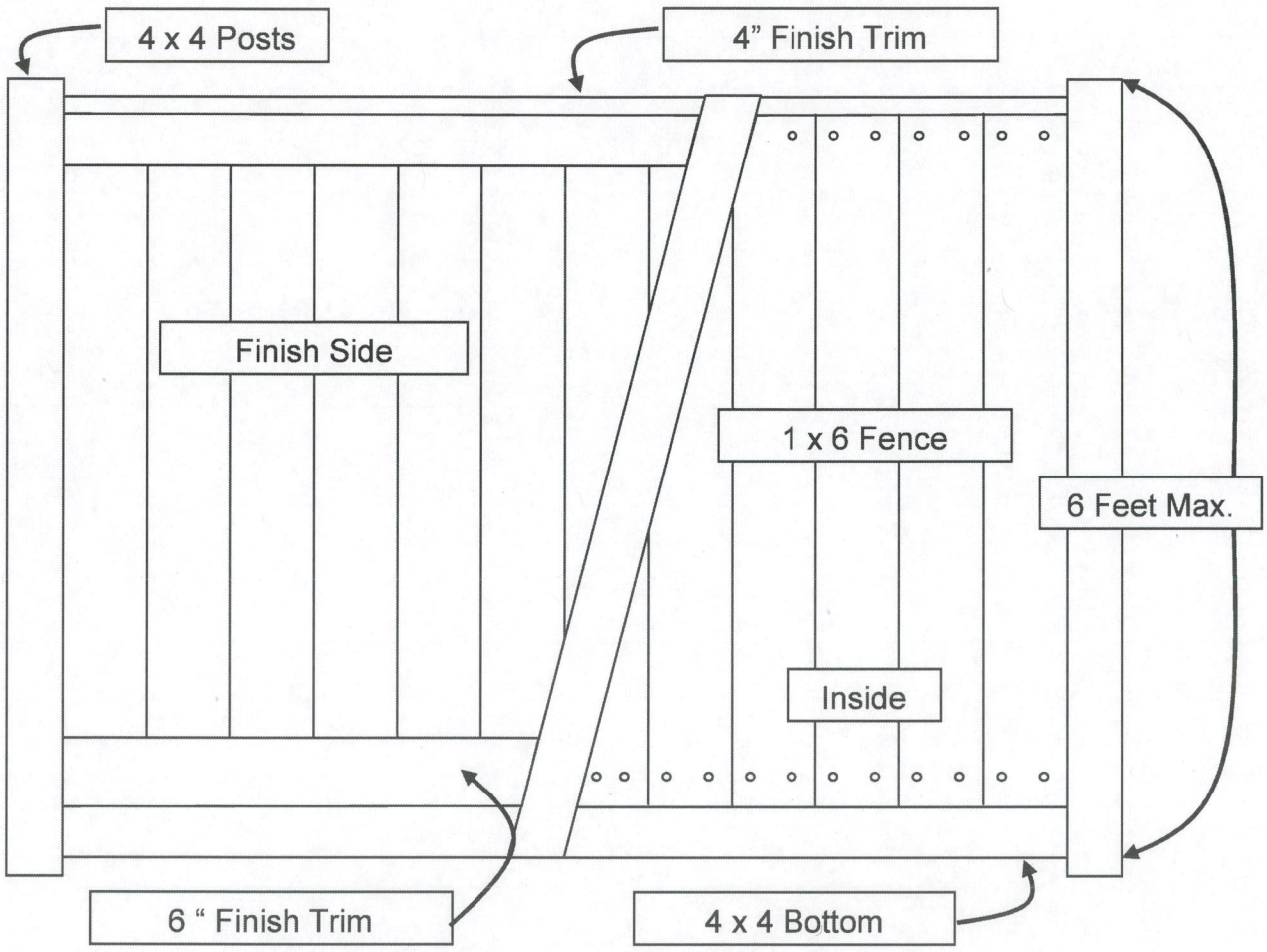
**3.4 SIZE OF IMPROVEMENTS.** Single family dwelling units, excluding garages, porches and eaves shall have a finished living area of not less than 1,350 square feet for multi-level construction. Single-level dwellings must have a finished living area of not less than 1,200 square feet.

**3.5 ROOFS.** Roofs on all buildings must be finished with 100% natural wood cedar shakes, composition or concrete shingles, unless written approval for use of other material is granted by the ACC prior to construction. No flat roofs shall be allowed.

**3.6 DRIVEWAYS.** All driveways shall be of exposed aggregate from the street to the garage door unless approval for use of other materials is granted by the ACC. Side driveways will be granted on a case-by-case basis by the ACC.

**3.7 FENCES.** No fence, wall or hedge shall be erected or placed on any lot nearer to any street than the minimum building setback lines whichever is further from the street. Hedges may be planted along property lines but not nearer to the street than the minimum 10 foot wide easement that runs along both sides of the street. Nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall. Fences shall be no higher than 6 feet in height, and said fence design shall be per one of the attached designs. Fencing material must be Natural Cedar throughout Cedar Ridge or acceptable substitutes as approved by the ACC. Fences bordering public belt areas shall be erected with the finished side facing the green belt area. No fencing shall be permitted in the front yard. On corner lots, fencing shall only be allowed from the rear corner of the house to the rear lot line along the exterior side lot line. All fencing shall be approved by the ACC prior to installation. Exterior color of fences shall be one of the following: Olympic Stain #917 semi-transparent; BEHR 716 Cedar Natural Tone; Dutch boy STS 400 Natural Cedar; or McClendon's 395-716 Natural Cedar throughout. No Chain Link fences shall be allowed.

# Possible Fence Design





3.8 GARAGES...Garages are required and shall be incorporated in or made part of the dwelling house. No detached garages shall be permitted without written approval from the ACC. Single-car garages are specifically prohibited.

3.9 "CUSTOM FRAME" CONSTRUCTION. All dwellings shall be of a "custom frame built" variety. Mobile homes, manufactured housing, and modular homes are specifically not permitted.

3.10 ANTENNA. No Lot owner shall be permitted to install, erect, and/or maintain any antenna, including satellite dishes, which is visible from the street, and adjoining lot, and/or green belt area.

3.11.....EXTERIOR FINISHES. The exterior front of each home shall be finished with "LP" cedar, brick, or authentic stone siding. "T-111" or equivalents shall be allowed only on sides, backs and soffits of any house. Any deviations must have written consent from the ACC.

3.12 SHED. Sheds shall be of a "wood framed" built design compatible with the neighborhood. All designs shall be submitted to the ACC for approval prior to construction.

#### ARTICLE IV

4.1 BUSINESS & COMMERCIAL USE. No Lot shall be used for other than one detached single-family dwelling with parking for not more than three cars, and no trade, craft, business, profession or commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted upon any Lot or within any building located on a Lot. Exceptions: On a case-by-case basis, but generally those businesses which do not overtly change the overall appearance of the neighborhood such as: consulting services, piano instruction, licensed daycare facilities which have no exterior advertising and have written approval by the board. Goods, material or supplies used in connection with any trade, service or business, wherever the same may be conducted shall not be kept or stored, outside any building on any Lot.

4.2 MAINTENANCE OF STRUCTURES AND LANDSCAPING. All structures upon a Lot shall at all times be maintained in good condition and repair and be properly painted, stained, or otherwise finished. All trees, hedges, shrubs, flowers and lawns shall be maintained and cultivated so that the Lot is not detrimental to the neighborhood and maintained by the owner thereof. Lot owners shall be responsible for maintaining any "landscaping theme" set forth by the Board or ACC with respect to individual cul-de-sacs and/or streets.



4.3 VEHICLES. For the period commencing one (1) week after Labor Day extending to one (1) week before Memorial Day, no recreational vehicle and/or commercial vehicle, including but not limited to boats, campers, motor homes, trucks in excess of 3/4 ton, and trailers – whether operable or not – of any kind shall be parked, stored, maintained or constructed on any Lot or street in such a manner to be visible from the street or neighboring lots, except that portion extending above the maximum height of the required fence. Recreation vehicles and/or commercial vehicles parked behind a fence is considered acceptable.

4.4 PETS. No animals or fowl shall be raised, or kept or permitted on any Lot except domestic dogs, cats, and caged birds kept within the dwelling unit: provided such dogs, cats and pet birds are not permitted to run at large, be raised for commercial purposes or in unreasonable numbers. No such household pet(s) which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any Lot.

4.5 GARBAGE AND TRASH. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers properly screened and shielded from adjacent properties. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, refuse pile, vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to group, accumulate or remain on any Lot so as to be a detriment to the neighborhood or become a fire hazard.

4.6.....NOXIOUS OR OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or maintained thereon which may be or become any annoyance or nuisance to the neighborhood or detract from its value.

4.7 WATER SYSTEMS. Private wells and water supply systems are prohibited.

4.8 TEMPORARY BUILDINGS. No outbuilding, basement, tent, shack, garage, trailer or shed or temporary building of any kind shall be used as a residence either temporarily or permanently, except for a construction shack used by an Owner's construction contractor during the construction period.

4.9 DRILLING, MINING, ETC. Exploration for any recovery of minerals, oil and gas, sand and gravel or other materials, by any means or methods is prohibited.

4.10 SIGNS. No signs shall be displayed to the public view on any Lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent. The ACC shall have the sole jurisdiction on all signs within the boundaries of CEDAR RIDGE including any and all common areas. Political affiliation signs may be displayed during election campaigns. Signs may not be displayed earlier than two (2) weeks prior to the election date and removed within one (1) day following the election.



4.11 HOMEOWNER'S ASSOCIATION. Every Lot owner, by acceptance of a deed or contract for such Lot, is hereby deemed to covenant and agree to membership in the DEDAR RIDGE HOMEOWNER'S ASSOCIATION, for the purpose of owning property and property right as common area for the benefit of homeowners, and for the purposes of maintaining, repairing, replacing or improving any such property or any improvements placed thereon. Such membership shall be appurtenant to the Lot owned by such Lot owner and may not be transferred except by sale or transfer of the Lot itself. Every Lot owner is further deemed to covenant and agree to pay when due any and all dues, assessment, or the charges that may be levied from time to time by the CEDAR RIDGE HOMEOWNER'S ASSOCIATION, in accordance with these articles and/or the Articles of Incorporation and/or the Bylaws of such Association and any sums not paid within thirty (30) days of the date due shall become a continuing lien on the Lot owned, which lien may be foreclosed by the Association. Any lien created hereby shall be subordinate only to any duly recorded purchase money mortgage, deed of trust or real estate contract which appears as a "first lien" against the lot. Any homeowner's Association dues and penalties or assessments which are delinquent become due and payable upon sale or transfer of the lot itself.

4.12 COMMON EXPENSES. The following expenses shall be considered expenses uncommon with all the lot owners; the purchase, operation and maintenance of common area sprinkler systems; landscaping; lighting and signage; and street lighting; activities deemed by the board for the common good of its members, and; operation and maintenance of the common areas, including designated common areas (Tract A). Common expenses shall be inclusive of the cost of liability and casualty insurance in whatever amount is reasonable and deemed appropriate. The responsibility for the common expenses herein shall be administered by said Association. Homeowner dues shall be payable every January 31<sup>st</sup> or as amended by the board for the ensuing year.

4.13 NON-LIABILITY OF ACC AND HOMEOWNER'S ASSOCIATION MEMBERS. Neither the ACC nor the Homeowner's Association, nor any member thereof, shall be liable to any Owner, occupant, builder or developer for any damages, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or member thereof, provided that the member has acted in good faith and on the basis of the facts as known to him.

## ARTICLE V

5.1 AMENDMENT. This Declaration can be amended by an affirmative majority vote of the Lot owners.

5.2 ENFORCEMENT. The Board or the ACC shall have the right to enforce any provision of this Declaration or to recover damages resulting from any violation thereof by any proceeding at law or in equity. Thirty (30) days after written notice to the owner of any Lot setting forth a violation. The board, the ACC, or the agent of either may enter upon such Lot, which entry shall not be deemed a trespass, and take whatever steps are necessary to correct the violation. The expenses thereof, if not paid by such owner within thirty (30) days after written notice and billing, may be filed as a lien upon such Lot. Failure of the board to enforce any provision herein shall in no event be deemed a waiver of the right to do so. In the event of legal action, the prevailing party shall be entitled to recover actual costs and reasonable attorney fees.

5.3 SEVERABILITY. Invalidation of any provision hereof shall not affect the other provision, which shall remain in full force and effect.

5.4 NOTICE. Any notice required hereunder shall be deemed effective when personally delivered or when mailed by certified mail to the owner of public record at the time of such mailing to such owner's address as appears on the Pierce County tax Records.



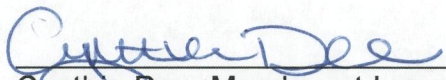
ARTICLE VI

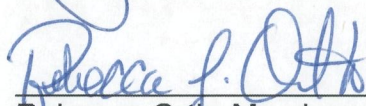
6.1 APPLICABLE LAW. This Declaration, as amended by a majority vote of the homeowners and adopted by the board of directors June 15, 2010, shall be construed in all respects under the laws of the State of Washington.

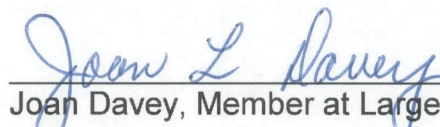
IN WITNESS WHEREOF, the undersigned members of the board have executed this Declaration this 2nd day of June, 2011.

Board of Directors  
Cedar Ridge Homeowners Association

By:

  
Cynthia Dee, Member at Large

  
Rebecca Orth, Member at Large

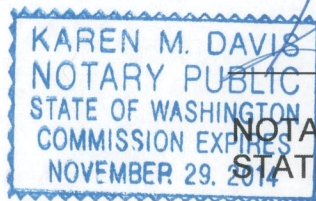
  
Joan Davey, Member at Large



State of Washington  
County of Pierce

This is to certify that on this 2nd day of June, 2011, before me, the undersigned, a NOTARY PUBLIC in and for the State of Washington, duly commissioned and sworn, personally appeared, Cynthia Dee, Rebecca Orth and Joan Davey to be known as the members of the Board of Directors, Cedar Ridge Homeowners Association, and that they executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes there in mentioned, and on oath stated that said members are authorized to execute said instrument.

Witness my hand and official seal this 2nd day of June, 2011



Karen M. Davis  
NOTARY PUBLIC, in and for the  
STATE of WASHINGTON

Residing at Bonney Lake

My appointment expires Nov. 29, 2014