

RECORDING REQUESTED BY AND  
AFTER RECORDING RETURN TO:  
Cedar Ridge 2 LLC  
1400 E. Washington St.  
Sequim, WA 98382

**FIRST AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
CEDAR RIDGE SUBDIVISION PHASE II  
SEQUIM, WASHINGTON**

In the County of Clallam, State of Washington.

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CEDAR RIDGE SUBDIVISION PHASE II (“Declaration”) is made as this \_\_\_day of \_\_\_\_\_, 2007, by CEDAR RIDGE 2 LLC, a Washington Limited liability company.(“Declarant”).

RECITALS:

- A. Declarant owns in fee simple certain real property located in the City of Sequim, County of Clallam, Washington, known as CEDAR RIDGE SUBDIVISION PHASES II. A legal description of CEDAR RIDGE SUBDIVISION PHASE II (herein after referred to as “the property”) is attached as Exhibit A.
- B. Declarant has created “the property” as a planned community and by said Declaration subjects the Property to certain easements, covenants, conditions, and restrictions in order to enhance and protect the value, desirability, security, attractiveness and environmental characteristics of the Property.
- C. Declarant intends to organize and administer “the property” Subdivision Homeowners Association until eighty percent (80%) of the lots contain completed and occupied Residences, at which time, administration shall be transferred to the Owners. Funds for the maintenance, repair and improvement of the Common Areas and Open Space reserve including but not limited to roads, sidewalks, club house, walking paths, pools, hot tubs and Common Areas will be provided through assessments against the Owners by the Homeowners Association established for these purposes.
- D. Declarant is owner of and continues to administer the CEDAR RIDGE SUBDIVISION PHASE 2 at this time.
- E. This FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CEDAR RIDGE SUBDIVISION PHASE II by CEDAR RIDGE 2 LLC DOES REPLACE AND AMEND THE COVENANTS, CONDITIONS AND RESTRICTIONS AS PREVIOUSLY RECORDED AS DOCUMENT 2007 1196499 in the Records of Clallam County, Washington.

**ARTICLE I**

## GENERAL DECLARATION

Declarant hereby declares that all of the Property is held and shall be held subject to this Declaration, and that the covenants, conditions, and restrictions set forth herein shall run with and bind the Property, each lot and any other division of the Property, if any, the Owners, Occupants, and all other persons acquiring any interest in the Property or any portion thereof, and the heirs, assigns, and successors of any such persons. These covenants, conditions and restrictions shall inure to the benefit of and be burdens upon Declarant and upon all Owners, Occupants, and future Owners and Occupants.

### ARTICLE II

#### DEFINITIONS

As used in the Declaration, the Articles of Incorporation of the Cedar Ridge Phases II Homeowners Association, its Bylaws and its Rules and Regulations, and any Exhibits to any of them, unless the context shall require otherwise, the following definitions shall apply.

- Section 1. "Parcel" shall refer, severally, to all of the lots within the Property.  
"Parcel" means any of the parcels of land designated on the Plat as a lot for residential use or as a lot on the plat of any future phase of the project added to the Property pursuant hereto.
- Section 2. "Tract" means any parcel of land designated on the Plat as a tract.
- Section 3. "Residence" shall mean that part of any structure intended to be occupied by one family as a dwelling if a single family residence together with attached or detached garage and the patio, porch or steps. "Dwelling is to be considered synonymous with Residence."  
"Residential Unit" means a building or portion of a building located on a Parcel and designated or intended for separate residential occupancy.
- Section 4. "Open Space" shall mean that area designated on the recorded Plat as open space and shall include all common areas.
- Section 5. "Common Area(s)" shall mean those parcels included within the Property, which are, from time to time, designated by Declarant (prior to the Turnover Date) or by the Board (after the Turnover Date) as Common Areas of Cedar Ridge Subdivision Phase II including but not limited to entry roads, interior roads, club houses, open space, monuments and structures, streets and any private storm drainage easements. Such areas may be conveyed to the Association, dedicated to the public and/or private use of Cedar Ridge residents. This shall also include the proportionate share of the club house located on Phase I of Cedar Ridge but available to residents of Phase II of Cedar Ridge. The Association shall assess members for the support and maintenance of all Common Areas.
- Section 6. "Owner" shall mean the Owner, whether one or more persons or entities (including, but not limited to trusts, corporations or partnerships), of the fee simple title in any Residential Parcel or the contract vendee on any installment land sale contract. Those having an interest merely as security for the performance of an obligation such as mortgagees and lien holders shall not be considered the Owner. In the event of multiple Owners of a single Parcel or an Owner that is an entity, an individual shall be designated as the Owner(s) representative to attend meetings of the association and to cast he vote for the Owner(s).  
"Owner" means the record owner of fee simple title to any Parcel, unless such Parcel is being sold pursuant to a land sale contract, in which case "Owner" means the contract vendee of such Parcel.
- Section 7. "Association" shall mean the Cedar Ridge Subdivision Phase II. Homeowners Association, an Washington nonprofit corporation, formed pursuant to this Declaration.

- Section 8. "Plat Records or Plat" shall mean the subdivision plat to be recorded in the Clallam County Subdivision.
- Section 9. "Declarant" shall mean the entity first designated as such above, together with its successors and assigns.  
"Declarant" means Cedar Ridge 2 LLC and any Person succeeding to the responsibility of Declarant pursuant to a designation by Declarant in a supplemental declaration recorded in the Clallam County Records.
- Section 10. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Cedar Ridge Subdivision Phases I, II and III and any amendments thereto.
- Section 11. "Improvement" shall mean all improvement now or hereafter placed or constructed in, under, or upon the Property, including without limitation, any residence, wall, painting (other than existing colors), building, out building, road, parking area, fence, screening wall or barrier, retaining wall, stairs, deck, utility distribution facility, landscaping, well, septic system, driveway, awning, solar panel, dog run, statue, pole, sign and any other improvement.
- Section 12. "Board" shall mean the Board of Directors of the Association, *formed pursuant to the Bylaws*.
- Section 13. "Occupant" shall mean the Person or persons, entity or entities (including, but not limited to, trusts, corporations or partnerships) in lawful possession of all or any portion of a Parcel.
- Section 14. "Public Property" shall refer to the public property contiguous with Cedar Ridge Subdivision Phase II, if any, for which the responsibility of maintenance has been delegated by any governmental authority to Declarant or the Association. "Public Property" shall include all facilities, improvements, or personal property located or constructed on the real property designated as "Public Property," including but not limited to, and streetscaping fronting those lots abutting right of way.
- Section 15. "Streetscaping" shall mean landscape (groundcovers, plantings, and irrigation system), hardscaping (sidewalks, walkways, decorative rocks and gravel), and structures (retaining walls, decorative walls, fencing and similar improvements) placed within the public street right-of-way between the curb and adjacent lot or tract.
- Section 16. "Storm Drainage" shall mean the overland storm drainage facilities on the Property located within and including the Storm Drainage Easements identified on the Plat.
- Section 17. "Turnover Date" Shall mean the date on which Eighty (80 %) percent of the Parcels shall contain Residences completed and occupied
- Section 18. "Turnover Meeting" shall mean the meeting of Declarant and the Board called for the purpose of passing control of the Association from Declarant to the Owners, *which meeting shall be held pursuant to the Bylaws*.
- Section 19. "Architectural Review Committee" shall mean the committee formed pursuant hereto to review and approved or disapprove plans and specifications for the design and construction of improvements within Cedar Ridge Subdivision Phase II and to undertake such other tasks as are specified in this Declaration.
- Section 20. "Bylaws" shall mean the Bylaws of Cedar Ridge Subdivision Phase II Homeowners Association.

Section 21. "Director" shall mean a member of the Board, selected or elected in accordance with the Bylaws.

Section 22. "Person" shall mean any individual, association, corporation, partnership, or other legal entity.

### ARTICLE III

#### CEDAR RIDGE SUBDIVISION PHASE I, II AND III HOMEOWNERS' ASSOCIATION

Section 1. Formation and Authority. The Association shall be formed by Declarant as an Washington nonprofit corporation after the Declaration is recorded and shall be known as the CEDAR RIDGE SUBDIVISION PHASE II HOMEOWNERS' ASSOCIATION. Declarant shall relinquish control of the Association to the Owners within sixty (60) days after the Turnover Date.

Section 2. Membership. Each owner, by virtue of being an Owner and so long as such Owner continues to that capacity, shall be a member of the Association. Each membership in the Association shall be appurtenant to the lot and shall be transferable only upon transfer of title to such lot.

Section 3. Duties and Powers. The Association shall have all requisite power, duty and authority to perform its obligations under this Declaration, including, without limitation, the power, duty and authority to enforce the provisions of this Declaration and to acquire and pay for, out of the common fund provided by assessments pursuant to Article VIII, all goods and services necessary or appropriate for the proper functioning of the Association in accordance with the Declaration. Without limiting the generality of the foregoing and subject otherwise to the provisions of this Declaration, the Association shall have the following power, duty and authority to undertake the following actions:

- 3.1 Determine the amounts necessary or appropriate for its performance of its powers and duties under this Declaration;
- 3.2 Impose and collect Semi-annual and Special Assessments from the Owners;
- 3.3 Maintain bank accounts on behalf of the Association and designate the signatories for those accounts.
- 3.4 File all required income tax returns;
- 3.5 Enforce by the imposition of fines and/or by legal means the provisions of this Declaration;
- 3.6 Maintain and repair the Open Space Reserve, Common Areas, Storm Drainage areas, and the Improvements thereon, if any, and establish one or more reserve funds for such purposes;
- 3.7 Promulgate, modify and rescind rules and regulations governing the use of the Property, or any portion thereof;
- 3.8 Obtain such policies of insurance as the Board may from time to time deem appropriate for the protection of the Association, Open Space Reserve, Common Areas, and the

Improvements thereon;

- 3.9 Contract for such services as may be necessary or appropriate to manage the affairs of the Association and the Property; and
- 3.10 Appoint such committees as the Board may determine from time to time to be Appropriate to assist in the conduct of the affairs of the Association and delegate to any such committee such authority, as the Board may deem appropriate.
- 3.11 Alienation of Common Area. The Association may not by act, or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned directly or indirectly by the Association for the benefit of the lots unless the holders of at least Eighty percent (80%) of the Owners of Parcels not owned by Declarant at the time of the vote and Declarant up until the time of the turnover meeting, have given their prior written approval. A sale, transfer, or encumbrance of the Common Area or any portion of the Common Area in accordance with this section may provide that the Common Area so conveyed shall be released from any restriction imposed on such Common Area by this Declaration. No such sale, transfer or encumbrance may, however, deprive any Parcel of such Parcel's right of access or support without the written consent of the Owner of such Parcel.
- 3.12 Add additional parcels of land and/or acreage to increase the size and boundaries of the existing Cedar Ridge Subdivision and Planned Unit Development.

Section 4. Liability of any action or failure to act of the Association, its officers, its Board, any member of the Board, or any committee established by the Board. Any officer or Director shall be indemnified by the Association against all expenses and liabilities, including reasonable attorney's fees, incurred or imposed against such person in such capacity; provided, however, that the Officer or Director shall not be guilty of willful misconduct or bad faith in connection with such act or failure to act.

Section 5. Board of Directors.

- 5.1 Generally. The Association shall act through the Board. Prior to the Turnover Meeting, Declarant shall select the Directors. From and after the Turnover Meeting, the Directors shall be elected by the Owners as set forth below in Section 5.2.
- 5.2 Number, Nomination and Election of Directors. The Board shall be comprised of three (3) Directors. After the Turnover Date, each Director shall be elected by majority vote of the Owners, with each such Owner having one vote for each Parcel owned. If there is more than one Owner of any Parcel, then such Owners shall together be considered a single Owner with respect to the Parcel for purposes of this Section 5.2. The nomination and election of the Directors shall take place at a meeting of the Owners, except that any Director elected after the Turnover Meeting may be nominated and elected by mail vote.
- 5.3 The term of the Directors. The term of the Directors selected by Declarant shall be determined by Declarant in its sole discretion and shall expire at the Turnover Meeting. As determined by random means, one of the Directors elected at the Turnover Meeting shall serve for a term of three (3) years; one of the Directors elected at the Turnover Meeting shall serve for a term of two (2) years; and one of the Directors elected at the Turnover Meeting shall serve for a term of one (1) years. Thereafter all Directors shall be elected for a term of three (3) years.
- 5.4 Annual and Special Meetings. The Board shall meet quarterly on the first Tuesday of the Calendar quarter. The Board shall meet annually Ninety (90) days after the end of each calendar year. Special meetings may be called at any time by one or more Directors. The Secretary shall give written notice to each Director of any such special meeting not less than ten (10) days prior to the date set for such meeting.

- 5.5 Compensation. No Director shall receive compensation from the Association for serving on the Board.
- Section 6. Officers of the Association. The officers of the Association shall be the President and Secretary, both of whom shall be elected by a majority vote of the Board at the annual meeting. The same person shall not concurrently hold the offices of the President and Secretary. The term of the officers shall be determined by the Board in its sole discretion
- 6.1 President. The President shall be a Director of the Association and shall be the chief executive officer of the Association, having all of the general powers and duties normally incident thereto.
- 6.2 Secretary. The Secretary shall not be required to be a Director. In addition to having a general powers and duties normally incident to the office of the secretary, the Secretary shall be responsible for the collection, deposit, and disbursement of Association funds and shall keep full and accurate records and books of account showing all receipts and disbursement of the Association.
- 6.3 Compensation. Other than reimbursement for out-of-pocket expenses incurred on behalf of the Association, no officer of the Association shall receive any compensation from the Association for acting as an officer.
- Section 7. Turnover Meeting. The Turnover Meeting shall be called by Declarant and held within sixty (60) days after the Turnover date. Declarant shall give written notice of the time and place to each Owner not less than thirty (30) days prior to the Turnover Meeting date. At the Turnover Meeting the following shall occur.
- 7.1 The Directors selected by Declarant, the President and the Secretary shall each resign. The Directors elected pursuant to Section 5.2 shall conduct their first meeting as the Board;
- 7.2 The new Board shall elect a President and Secretary; and
- 7.3 Declarant shall deliver to the new Board all of the Association's property in Declarant's possession, including, without limitation, all books and records, funds, tangible personal property, insurance policies, and contracts to which the Association is a party.

## ARTICLE IV

### ARCHITECTURAL REVIEW AND CONTROL

- Section 1. Establishment of Architectural Review Board ("ARB"). The Association shall have the right to act through the Architectural Review Board ("ARB"), which shall be established to review, approve, conditionally approve, and disapprove plans, specifications, design, construction, and alterations of all Improvements on the Property. Prior to the Turnover Date, the ARB shall be composed of Declarant and two additional members appointed by Declarant. Thereafter, the ARB shall be composed of three (3) members appointed, removed and replaced by the Board according to such criteria as the Board may deem appropriate and no member of the ARB shall receive any compensation or charge for their services related to the Association or their position as a member of the ARB. No member of the Board shall be liable to the Association or to any Owner, occupant, builder or developer, or any other third party for any damage, loss or prejudice due to approval or failure to approve any matter submitted to the Board.
- Section 2. Architectural and Design Review.

- 2.1 Generally. No Improvement of any kind shall be commenced, erected, placed, or altered on any portion of the Property or of any Parcel without the prior written approval of the Architectural Review Board (ARB). Any such Improvements shall also comply with any applicable sections of the Sequim City Code regulating development and improvements.
- 2.2 Design Guidelines. The ARB shall have the authority to promulgate and issue, and thereafter amend from time to time, design guidelines supplementing and interpreting, and not inconsistent with, any of the design guidelines set forth fully in this Declaration. If issued, a written copy of such guidelines shall be supplied to all Owners and shall be fully binding upon all Owners as if set forth fully in this Declaration. In reviewing and approving, conditionally approving, or disapproving proposed Improvements, the ARB shall uniformly apply the guidelines contained herein, and those supplemental or interpretive guidelines as the ARB may from time to time Promulgate and issue.
- 2.3 Submission of Application. All applications for approval of an Improvement shall specify the exterior paint color, brick placement, roof color, and any other materially significant features of the proposed design. Prior to approving the application, the ARB may require additional information or specific changes to the proposed design of the Improvement. Two (2) copies of the application shall be submitted to the ARB. One copy of the approved application will be returned to the applicant.
- 2.4 Approval. The ARB shall approve, conditionally approve, or deny a proposed Improvement submitted to the ARB in accordance with Section 2.3 above and shall notify the applicant in writing of its decision within thirty (30) days after having received the application. A decision by a majority of the members of the ARB shall constitute a decision of the ARB. Any ARB approval shall expire by limitation if construction of the Improvement has not commenced for a period of 180 days from the date of approval; or, once begun, if the construction of the Improvement does not progress substantially for a period of 180 days. Extension of any unexpired approval of 180 days may, if requested in writing, be granted if circumstances beyond the applicant's control prevented action from being taken. Only one extension may be granted, then a new application shall be submitted.

Section 3. Construction

- 3.1 Generally. Any construction or alteration of Improvements shall not be scheduled to start before 7:00 am.
- 3.2 Landscape construction. Front yard, and side yard as applicable, landscape construction shall be completed within 90 days after occupancy. Landscaping shall include not less than grass and shrubbery in the front yard. Rear yard landscaping shall be completed within 180 days after occupancy. All buildings constructed for models shall have landscaping completed within 90 days after construction is completed. If landscaping is not completed as required herein, a \$100 per day penalty shall be assessed from the date the landscaping was required to be completed until the violation is corrected. Upon written applications to the ARB, an extension of the landscaping completion deadlines due to weather may be granted by the ARB, provided a completion bond satisfactory of the ARB is posted.
- 3.3 Construction of Residences and Other Improvements. All Residence construction shall be completed and approved for occupancy by the City of Sequim within a one-year period of time from the date the building permit was issued. No person(s) shall occupy a Residence during the construction period or prior to occupancy approval. Construction of any other approved Improvements shall be completed within 180 days after the date of commencement of construction. In the event construction is delayed due to causes beyond the reasonable control of the person constructing the Improvement, the construction period shall be extended by the number of days the construction is delayed. **NO MANUFACTURED OR PRECONSTRUCTED RESIDENCES WILL BE ALLOWED.** No T-111 siding shall be allowed. All residences will have a minimum of 2

car garage. Lots 139 thru 147 shall be limited to 1 living level above ground with no limitation on below ground or walkout basements.

- 3.4 Residence Construction Sites. Residence construction sites shall be maintained daily and kept in a neat and orderly condition.

Section 4. Construction Restrictions.

- 4.1 Approved Material. Roofing and siding materials are to be of high quality and in harmony with the aesthetic design and style of the dwellings in CEDAR RIDGE SUBDIVISION PHASES II.
- 4.2 Excluded Materials. Items specifically excluded from use are: exposed metal chimneys (excepting metal caps on pipe enclosed in a wood chase); garage doors other than “roll-up” style; and cyclone fences, and shall be approved by the ARB.
- 4.3 Minimum Material Standards. Roofing material on all Improvements shall be at least 25 year Dimensional/Architectural composition, cedar shake, tile, slate or metal.
- 4.4 Building Colors. The colors of all Improvements and materials used thereon shall be aesthetically consistent with the color plan or scheme of CEDAR RIDGE SUBDIVISION PHASES I, II AND III and shall be approved by the ARB.
- 4.5 Residence Size. No dwelling living area shall have less than 1400 square feet.
- 4.6 Structure Location. No dwelling or other structure (excluding fencing) shall be placed or located within any set back areas set forth on the Plat or as provided by applicable planning and zoning ordinances. No dwelling, permanent or temporary structure, block or rock wall, or swimming pool (above or below ground) shall be placed or constructed within any private easement, or within any public easement without the prior written approval of the ARB, or within any public easement without the prior written approval of the City of Sequim.
- 4.7 Fences. Fences shall not exceed six feet in height. No fence shall be installed in any landscape easement as set forth on the Plat or created herein, unless approved in writing by the City of Sequim and the ARB. All fence designs and materials shall require prior written approval from the ARB. No fence installed on any Parcel shall extend past the front of the Residence.

## ARTICLE V

### USE RESTRICTIONS

- Section 1. Land Use. Parcels shall be used only for residential purposes and only one Residence shall be erected on any Parcel. Accessory buildings will be considered on a case-by-case basis by the ARB. *Parcels may be rented or leased for residential purposes;* however, the Owner assumes responsibility and liability for ensuring that the renters and lessees comply with this Declaration and all applicable laws. Each Owner shall cause its renters and lessees to agree in writing to comply with this declaration and all applicable laws. Nothing in this section 1 shall be deemed to prohibit or limit the right of Declarant or any Owner to construct a Residence on a Parcel or store construction materials and equipment on such Parcel in the normal course of construction.

- Section 2. Signs. No signs shall be visible from the street except: one sign of not larger than 18”X24” advertising the property for sale *or rent.* This Section 2 shall not apply to signs used by a builder during the initial construction and sales period. A sign showing the name of the Owner may be displayed on the Residence without prior written approval of the ARB. Political signs maybe also be displayed without the approval of the ARB

provided, however, that such signs are placed no more than ninety (90) days before the vote or election date and removed within three (3) days after the vote or election. The ARB reserves the right to require removal of any sign that does not comply with reasonable standards adopted at any time or with standards of decorum and good taste as determined by the ARB.

- Section 3. Animals. No animals shall be kept on any Parcel, except for dogs, or cats, or other household pets. Household pets shall not be kept, bred or maintained for any commercial purposes and shall not be a nuisance to neighbors. Pet Owners shall abide by local ordinances. Dog runs and housing shall be fully screened and/or fenced from view from any Parcel, and shall not be visible from the street. All animals shall be controlled so as not to be a nuisance to any Owner. An unrestrained or barking dog shall constitute a nuisance.
- Section 4. Trash and Rubbish. No Parcel, nor any part of a Parcel, nor any part of the Open Space shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste. All incinerators, containers or other equipment for the storage or disposal of trash shall be kept in a clean and sanitary condition and out of public view.
- Section 5. Offensive or Noxious Activities or Conditions. No noxious or offensive activity or conditions, or anything that may be an annoyance or nuisance to the neighborhood shall be permitted, nor shall anything be done or placed upon any Parcel which interferes with or jeopardizes the enjoyment of other lots, the Open Space.
- Section 6. Temporary Structures. No temporary structures, tent, shack, garage, barn, gazebo, boathouse or dock, or other outbuilding, shall be permitted on the Property. Notwithstanding the foregoing, Declarant may erect such temporary structure as declarant deems appropriate as an office for the purpose of marketing unsold Parcels or for construction activity supervision.
- Section 7. Recreational Facilities. No basketball hoops, sport courts, tree houses, swimming pools or similar recreational facilities shall be constructed or installed on any Parcel without the prior written approval of the ARB, and in accordance with City of Sequim Municipal Code.
- Section 8. Storage of Prohibited Vehicles set out in Section 9. The CEDAR RIDGE SUBDIVISION PHASE II HOMEOWNERS ASSOCIATION individually and together with the HOMEOWNERS ASSOCIATIONS FROM CEDAR RIDGE PHASES I AND III shall have the right to designate any common area in the subdivision, in accordance with the City of Sequim code and regulations, for storage of and make improvements for the storage of any prohibited vehicles as set out in Section 9.1.
- Section 9. Vehicles and Equipment Parking
- 9.1 Prohibited Vehicles, Equipment and Devices. Unless otherwise approved by the ARB, in writing, boats, trailers, bicycles, motorcycles, trucks, truck-campers, and similar vehicles and equipment in excess of three-quarters of a ton in weight shall not be parked on any part of CEDAR RIDGE SUBDIVISION PHASES II nor on adjacent public way for longer than 24 hours (unless within a fully enclosed garage with the garage doors closed, parked on an RV Pad behind a fence enclosure which shall not extend past the front of the dwelling, or in an area set aside and designated for such parking or as otherwise authorized by prior written approval and the ARB). There shall be NO street parking OF ANY VEHICLES. Vehicles or equipment shall not obstruct emergency vehicle or fire lanes within CEDAR RIDGE SUBDIVISION PHASES II.
- 9.2 Vehicles in Disrepair. No Owner shall permit any vehicle which is in an extreme state of disrepair (as reasonably determined by the Board) or which is under repair to be abandoned or to remain parked on any Parcel for a period in excess of 48 hours. If an

Owner fails to remove such a vehicle within five days after notice from the Association, the Association may have the vehicle removed from the property and charge the expense of such removal to the Owner of the Parcel as provided in Article VIII.

- 9.3 Enforcement. The ARB shall have the power and authority to enforce these parking restrictions, including, without limitation, the power and authority to impose fines, remove the offending vehicle, equipment or device, and pursue legal action. The ARB shall enforce these restrictions in a uniform manner. Removal of the offending vehicle, equipment or device shall be preceded by prior written notice to the Owner and, in addition to assessing a fine(s), the ARB shall specially assess the Owner for the cost of the removal pursuant to Article VIII.
- Section 10. Aerials and Dishes. No outside television or radio aerials shall be installed without the prior written approval of the ARB. Except as otherwise allowed by federal law, no outside satellite dishes shall be installed without the prior written approval of the ARB if they are in excess of 18 inches diameter.
- Section 11. Maintenance of Right of Way. The Owner of any Parcel shall maintain in proper condition (e.g. cut grass and underbrush) areas within sixty (60) feet from the Curb. The ARB may authorize and undertake the completion of such work if the Owner fails to do so within thirty (30) days after receiving notice from the ARB requesting such work. If such work is authorized by the ARB in accordance with this section, the Owner shall be specially assessed for the fees and cost of such work pursuant to Article VIII.
- Section 12. Maintenance of Streetscaping. Streetscaping designated as “Public Property” shall be maintained in proper condition by the Owner of any Parcel adjacent to said Streetscaping or the Homeowners Association. In addition, each homeowner shall plant and maintain at owner’s expense one tree of minimum 6 foot height with minimum 1 ½ inch caliper
- Section 13. Maintenance of Landscaping.
- 13.1 Each Owner shall maintain the landscaping on the Owner’s Parcel in a neat and attractive condition, including all necessary gardening to properly maintain, and periodically replace when necessary, all trees, plants, grass and other vegetation on said Parcel. Maintenance, including tree replacement and revegetation required by the City of Sequim, or any planter strip located between the curb and sidewalk fronting a Parcel shall be the responsibility of the Parcel Owner.
- 13.2 *Vacant lots shall be kept mowed and groomed.*
- Section 14. Drainage. The Owner of any Parcel that contains any storm drainage easement shall provide unhindered flow of engineered storm drainage, and shall allow maintenance access for the same. Changes that alter the natural drainage of any Parcel shall require ARB and applicable agency approval. Retaining walls, fencing and landscaping should be designed to maintain natural or designed drainage patterns.
- Section 15. Trees. No street tree shall be planted on any Parcel line. All tree plantings shall be located not less than ten (10) feet horizontally from the centerline of any water main, sanitary sewer main, or storm sewer main; and not less than five (5) feet from the centerline of any such laterals or curbside water mains.
- Section 16. Non Domesticated Animals Cedar Ridge Subdivision is located in an area where non-domesticated animals have been seen passing through including but not limited to Roosevelt Elk. The habitat range of Elk, Deer and other animals includes this area. Residents of the Cedar Ridge Subdivision should not feed any animals, store any garbage or other edible item in areas outside that will attract any animals as Elk and Deer. Elk and Deer can cause damage to landscaping, yards and fences. Homeowners are encouraged to become educated on living in harmony with the local elk and other wildlife.

## ARTICLE VI

### PUBLIC PROPERTY

The Association shall comply with all maintenance and repair requirements imposed by a governmental entity upon Declarant or the Association with respect to any Public Property, and shall undertake such additional responsibility as it deems appropriate (consistent with applicable law and the consent of the applicable governing entity) for the maintenance and improvement of the Public Property, and shall keep the same in good, clean, attractive and sanitary condition, order and repair. In the event any Public Property is damaged or destroyed by an Owner (or occupant of the dwelling of such Owner, or the guest or agent of such Owner or Occupant), such Owner hereby authorizes the Association to repair said damage. The Association shall repair the damaged area in a good and workmanlike manner. The reasonable cost necessary to repair the damage to original condition shall become a special assessment upon the Parcel of such Owner. The City of Sequim, or its assigns, reserves the right to provide for the maintenance and repair of any "Public Property" as and when deemed necessary by the City of Sequim for the best interest of the public good, at no cost to the City of Sequim (including, but not limited to administrative, assessment, billing, legal, or attorneys fees or costs).

## ARTICLE VII

### EASEMENTS

#### Section 1. Egress/Ingress, Utility and Drainage Easements

- 1.1 Easements for installation and maintenance of utilities, egress and ingress and drainage facilities and any other easements of rights of way are set forth on the Plat. No structures (temporary or permanent) shall be constructed or placed, nor any tree planted, within any easement or right of way including but not limited to public utility or storm easement without prior approval from the City of Sequim. No structure, planting, or material shall be constructed, placed or allowed to remain within any storm drainage easement or swale that hinders engineered drainage or changes the natural drainage pattern in the easement. The easement area of each Parcel and all improvements on it shall be maintained continuously by the Owner except for improvements for which a public authority or utility company is responsible.
- 1.2 In the event any of said easements or improvements thereon are damaged or destroyed by an Owner (or occupant of the dwelling of such Owner, or the guest or agent of such Owner or Occupant), such Owner hereby authorizes the Association to repair said damage. The Association shall repair the damaged area in a good and workmanlike manner. The reasonable cost necessary to repair the damage to original condition shall become a special assessment upon the Parcel of such Owner.

#### Section 2. Landscape Easement.

- 5.1 The Property is subject to Landscape Easement as set forth on the plat and as created herein.
- 2.2 In the event any Landscape Easement or any improvements incident thereto, are damaged or destroyed by an Owner (or occupant of the dwelling of such Owner, or the guest or

agent of such Owner or Occupant), such Owner hereby authorizes the Association to repair said damage. The Association shall repair the damaged area or improvements in a good and workmanlike manner. The reasonable cost necessary to repair the damage to original condition shall become a special assessment upon the Parcel of such Owner.

## ARTICLE VIII

### ASSESSMENTS

- Section 1. Generally. The Association shall have the authority to levy and each Owner shall pay, when due to the Association, its share of: (a) the Semi-annual Assessments; and (b) any Special Assessments that may be levied. The Semi-annual and Special Assessments levied by the Association shall be for the sole purpose of administering and enforcing the Declaration by means of the Association. Each Owner's share shall be a proportionate share, as set forth in Section 3, of the total assessments levied. Each Owner shall pay any and all assessments within ten (10) days after the date of billing. Semi-annual and Special Assessments, together with interest, costs and reasonable attorneys fees, shall be a personal obligation of the Owner and a continuing lien on the Owner's Parcel ("Assessment Lien"). Assessment Liens shall be and remain subordinate to the lien of any first priority lien created by a mortgage or trust deed. For purposes of this Article VIII, if there is more than one Owner of any Parcel, such Owners shall together be considered a single Owner with respect to such Parcel.
- Section 2. Approval of Assessments. The Amount of the Semi-annual and Special Assessments shall be recommended by the Board to the Owners and shall require approval of the Owners of eighty percent (80%) of the Parcels.
- Section 3. Semi-annual Assessments.
- 3.1 All Parcels. Semi-annual Assessments shall pay for all expenses associated with the Association's performance of its powers, duties and responsibilities under this Declaration, as well as to pay all property taxes, lighting, insurance, maintenance, landscape maintenance and other expenses incurred with respect to the Open Space Reserve and the Common Areas, and any Improvements thereon. The Association shall bill each Owner for such Owner's share of the semi-annually assessments on a semi-annually basis.
- Section 4. Special Assessments. The Association may, without limit as to amount, levy special assessments for extraordinary costs (whether incurred for enforcing a violation of this Declaration or for the collective benefit of the Owners), fines, reimbursement of fees and expenses (including attorneys fees), with interest, incurred in enforcing this Declaration as provided for in this Declaration. Until the turnover date, no Special Assessments shall be levied for a capital improvement or addition unless approved by the Declarant and at least fifty percent (50%) of the Parcels to be subject to the Special Assessment. After the turn over date, no Special Assessments shall be levied for capital improvement or addition unless approved by at least fifty percent (50%) of the Parcels to be Subject to the Special Assessment. Any other Special Assessments shall be levied only upon the affirmative vote of the Owners of eighty percent (80%) of the Parcels.
- Section 5. Commencement of Assessment, Payment on Transfer of Parcel. No Assessment shall be levied against Parcels owned by the Declarant. Upon conveyance of any Parcel by Declarant to a third party, any and all Assessments commencing with those levied in the month the transfer occurs, shall become immediately due and payable by the third party. At the time of closing of the sale of each lot, the purchaser shall make an initial contribution to the working capital of the Association equal to two months' regular association assessment. Such initial contribution shall be in addition to the regular semi-annually common expense assessment and shall not be considered as an advance payment of regular assessments. The working capital shall be transferred to the Association for

deposit into a segregated fund at the time of the organization and turnover meeting. The Declarant may not use the working capital fund to defray any of the Declarant's expense, reserve contributions or construction costs or to make up any budget deficits while Declarant is in control of the Association. If the transfer is closed in escrow, the contribution to working capital shall be paid to the Association from closing. An Assessment coming due pursuant to the terms of this Section shall not be prorated, but shall be the entire month, regardless of the date it becomes due.

- 5.1 Enforcement. The Association shall have the authority to assess reasonable late charges and interest on any past due Semi-Annual Assessments of Special Assessments.
- 5.2 Foreclosure of Assessment Lien. The Association may initiate an action to foreclose its Assessment Lien in any manner provided by law or in equity. In any action to foreclose an Assessment Lien against any Parcel for nonpayment or delinquency of assessments, any judgment rendered against the Owner of such Parcel in favor of the Association shall include a reasonable sum for attorneys fees and all cost and expenses reasonably incurred in preparation for or in the prosecution of said action, both at trial, on appeal and on review and in addition to taxable costs permitted by law, such amount to be determined by the court before which the matter is heard. Such amount shall be added to the indebtedness of the Owner and shall be secured by the Assessment Lien related thereto.

## ARTICLE IX

### ENFORCEMENT

- Section 1. Remedies cumulative. The remedies provided herein are cumulative, and the Association, the Board or the ARB, as the case may be, may pursue them separately or concurrently and may pursue any other remedies that may be available under law or in equity although not expressed herein. Failure to exercise any such remedy shall not be deemed a waiver of such remedy or any other remedy.
- Section 2. Right of Entry. Declarant, the Association, the ARB, and any representative of the foregoing shall have the right to enter upon any lot for any purpose related to the enforcement of this Declaration. The Association shall have the right to contract with such agents and independent contractors as the Association deems necessary and such parties shall have the same right of access as does the Association.
- Section 3. Fines. The Board and the Board acting through the ARB shall have the authority to levy reasonable fines against an Owner if the Owner fails to remedy a violation of the Declaration after first being requested in writing by the Association to comply with the Declaration. Any such fines shall be levied as Special Assessments against the Owner's Parcel.
- Section 4. ARB Enforcement. Notwithstanding the issuance of any prior ARB approval, if any condition exists that, in the opinion of the majority of the ARB, must be remedied, then the ARB shall issue a notice notifying the Owner of the condition and the requested corrective action ("Compliance Notice"). In the event the prior ARB approval was never obtained, the ARB may issue a Compliance Notice requiring immediate cessation of any unapproved construction or alteration of any Improvement ("Stop Work Order"). If issued a Stop Work Order, the Owner shall immediately comply. If issued any other Compliance Notice, the Owner shall comply in a timely manner, request a meeting with the ARB ("Meeting"), or submit the matter to final and binding arbitration. If the Owner does not timely request a meeting or arbitration or fails to timely comply with the Compliance Notice, the ARB shall have the right to perform or authorize performance of the work specified in the Compliance Notice to the Owner and the cost of the work shall be specially assessed to the Owner in the manner provided herein in Article VIII.
- 4.1 ARB meetings. The Meeting before the ARB shall be an informal meeting to allow the

Owner to discuss the action of the ARB with the ARB. If the Owner chooses to request a Meeting, the Owner shall notify the ARB of its intention to meet with the ARB within five (5) days after the Compliance Notice was given. Such a Meeting may be held in person or as a telephone conversation. The ARB shall have the authority to reduce or waive any fine imposed or to modify the corrective action requested if the Owner demonstrates that it is otherwise in compliance or demonstrates mitigating circumstances that, in the ARB's reasonable discretion, so warrant reduction or modification.

- 4.2 Arbitration. If the Owner chooses to submit the matter to arbitration, the Owner shall notify the Board of the intention to arbitrate within ten (10) days after the date the Compliance Notice was given. Arbitration initiated pursuant to this Section shall be before three (3) arbitrators each of whom shall be an architect specializing in residential design. Each party shall submit its position to the arbitrators, and the jurisdiction of the arbitrators shall be limited to selecting one of the positions as the prevailing position. The losing party shall pay to the prevailing party its reasonable costs and attorneys fees incurred in any such arbitration. The arbitration shall be in accordance with the rules selected by the parties. By purchasing a Parcel subject to this declaration, the Owner agrees to pay all fees and costs of the arbitration if the Owner Loses.
- 4.3 Right of Enforcement. Except as otherwise provided herein, any Owner of any Parcel covered by this Declaration shall have the right to enforce any or all of the provisions hereof against any property covered by this Declaration and the Owners thereof in accordance with the procedures set forth herein and not the otherwise.

## ARTICLE X

### GENERAL PROVISIONS

- Section 1. Non-waiver. The Association or any Owner shall have the right to legally or equitably enforce all restrictions, conditions, covenants, reservations and easements now or hereafter imposed pursuant to this Declaration. Failure by the Association or by any Owner to enforce any covenant, condition or restriction contained in this Declaration shall Declaration shall not be deemed to constitute a waiver of the right to do so.
- Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in effect.
- Section 3. Amendment. Prior to the Turnover Date, this Declaration may be amended from time to time by Declarant. Before the Turnover Date, Declarant shall submit a written request for approval of: (i) amendments to this Declaration, or (ii) dedication of the Common Area; to FHA and/or VA, as appropriate, accompanied by a copy of the amendment. If FHA or VA (or the one to which submission was made, if only one of them) fails to notify Declarant of objections to the proposed amendment or dedication within thirty (30) days after request therefore, then such approval shall be deemed to have been granted.

Thereafter, this Declaration may be amended only by an affirmative vote of Sixty-six percent (66%) of the Owners of the Parcels. This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Parcel, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date of this Declaration first written above. After twenty-five (25) years, this Declaration shall be automatically extended for successive periods of ten (10) years each, unless canceled or modified by a recorded instrument signed by Sixty-six percent (66%) of the then Owners of the Parcels. For purposes of this Section 3, if there is more than one Owner of any Parcel, such Owners shall together be considered a single Owner for respect to such Parcel.

- Section 4. No Right of Reversion. Nothing in this Declaration, or in any form of deed which may be used by the Association, or its successors and assigns, in selling said property, or any

part thereof, shall be deemed to vest or reserve in the Association any right of reversion or reentry for breach or violation of any one or more of the provisions hereof.

Section 5. Assignment of Rights. Any or all rights, powers and reservations of the Association may be assigned to any other organized corporation or association that will assume the duties of the Association hereunder pertaining to the particular rights, powers and reservations assigned; and upon any such corporation or association evidencing its intent to writing to accept such assignment and assume such duties as are given to and assumed by the Association herein. Any such assignment shall not be valid unless approved by a majority of the Board.

Section 6. Notice. Any notices desired or required to be given to an Owner shall be in writing and shall be given personally or by mail postage prepaid, certified or registered mail, return receipt requested and addressed to the Owner. If given by mail, such notice shall be deemed to be given on the date of placing said notice in the mail.

Section 7. Attorney Fees. In any legal proceeding involving the enforcement of any provision of this Declaration or an interpretation of the rights or liabilities of the Association, or an Owner or occupant, the losing party or parties shall pay the attorneys fees and other reasonable costs of litigation of the prevailing party or parties, both at trial, on appeal or on review, in such reasonable amount as shall be fixed by the court before which the matter is heard.

Section 8. Additional Residential Property and Common Area may be annexed to the Property with the consent of eighty percent (80%) of the Owners.

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the \_\_\_\_day of \_\_\_\_\_, 2007.

Cedar Ridge 2 LLC, Sole Member

\_\_\_\_\_  
By: Lawrence E. Freedman, Manager

STATE OF WASHINGTON        )  
  )        ss.  
County of Clallam            )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC FOR \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_