

**Filed for Record at Request of**

**Ditlevson Rodgers Dixon, P.S.  
324 West Bay Drive NW, Ste. 201  
Olympia, Washington 98502**

**DOCUMENT TITLE(S):**

**FIRST RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR COUGAR RIDGE**

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 8502060100,  
8612030076, 8706020013, 8709160010, 4165005**

**GRANTOR(S): COUGAR RIDGE HOMEOWNERS' ASSOCIATION**

**GRANTEE(S): PUBLIC**

**LEGAL DESCRIPTION (SECTION, TOWNSHIP, RANGE)**

**COUGAR RIDGE, DIVISIONS ONE, TWO, THREE, AND FOUR, AS RECORDED IN RECORDS OF  
THURSTON COUNTY, WASHINGTON AND FILED UNDER THURSTON COUNTY AUDITOR FILE  
NOS. 8502060099, 8709080166, 8804050001, 8804050003**

**X Additional legal is on Exhibit A of the document**

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:**

**X Additional legal is on Exhibit A of the document**

FIRST RESTATEMENT OF  
DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

This First Restatement ("First Restatement of Declaration") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by the undersigned for the purpose of amending in its entirety the Declaration of Covenants, Conditions, and Restrictions for Cougar Ridge, recorded on or about February 6, 1985 under Thurston County Auditor's File No. 8502060100, as re-recorded on September 16, 1987 under Thurston County Auditor's File No. 8709160010, and as amended December 3, 1986 under Thurston County Auditor's File No. 8612030076, and amended June 2, 1987 under Thurston County Auditor's File No. 8706020013, and as amended August 13, 2010 under Thurston County Auditor's File No. 4165005 (the "Declaration").

**WHEREAS**, the Cougar Ridge Homeowners' Association, a Washington non-profit corporation (the "Association") desires to amend the Declaration in its entirety;

**NOW THEREFORE**, the Declaration is hereby amended in its entirety as follows:

A. First Restatement of Declaration. The Declaration is hereby deleted in its entirety and replaced with the following:

The Association hereby declares that all of the Properties described below shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which will enable the proper acquisition, operation, and maintenance of the Cougar Ridge Water System, a private water system owned and operated by the Association, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties and shall inure to the benefit of each Owner thereof.

ARTICLE I  
DEFINITIONS

Section 1.1. "Association" shall mean and refer to The Cougar Ridge Homeowners Association, a Washington non-profit corporation, its successors and assigns.

Section 1.2. "Owner" shall mean and refer to the record owner, or the contract purchaser, whether one or more persons or entities, of any lot which is part of the Properties. The definition of Owner excludes those having such interest merely as security for the performance of an obligation.

Section 1.3. "Properties" shall mean and refer to that certain real property as legally described in Exhibit A attached hereto and incorporated herein by this reference, and such additions thereto as may hereafter be bought within the jurisdiction of the Association.

Section 1.4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association is described as follows: See Exhibit B attached hereto and incorporated herein by this reference.

Section 1.5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 1.6. "Outbuilding" shall mean a detached structure, not a dwelling, greater than 168 square feet.

Section 1.7. "Shed" shall mean a detached structure of 168 square feet or less.

Section 1.8. "Dwelling" shall mean a single family residence.

Section 1.9. "Board of Directors" shall have the meaning as provided for in Article III of the First Restatement of the Bylaws of the Cougar Ridge Homeowners' Association.

## ARTICLE II PROPERTY RIGHTS

Section 2.1. Owners' Easements of Enjoyments. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by sixty seven percent (67%) of the Owners has been recorded.

Section 2.2 Delegation of Use. Any Owner may delegate, in accordance with the By-laws, the Owner's right of enjoyment to the Common Area and facilities to the Owner's family or the Owner's tenants.

## ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2. 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 any lot. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any Lot.

#### ARTICLE IV

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

#### Section 4.1. Creation of the Lien and Personal Obligations of Assessments

The Owner of each Lot owned within the Properties, covenants and agrees to pay to the Association:

Annual assessment or charges, and Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and special assessments for the Water System per Section 4.3 below. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien on property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them, and all monetary fines and penalties assessed against an Owner pursuant hereto, any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of an Owner pursuant hereto shall be a Penalty assessment.

Section 4.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, for the purpose of acquiring, operating, and maintaining

the Cougar Ridge Water System, and for the improvement and maintenance of the Common Area, as determined by Board of Directors.

Section 4.3. Maximum Annual Assessment for Common Areas. The maximum annual assessment for common areas shall be One hundred sixty two dollars and fifty cents (\$162.75) per lot.

- a) The maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the Owners.
- b) The maximum annual assessment may be increased above 5% by a vote of sixty seven percent (67%) of the Owners who are voting in person or by proxy, at a meeting duly called for this purpose.
- c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.4 Maximum Annual Assessments for Water System Water Service Charges.

Until such time as water service charges are required by law to be based on usage or until a vote of sixty seven percent (67%) of the Owners direct that water service charges be based on usage, the maximum monthly water service charge shall be Thirty five dollars (\$35) per lot.

- a) The maximum monthly water service charge per lot may be increased each year not more than five percent (5%) above the maximum monthly water service charge for the previous year without a vote of the Owners.
- b) The maximum monthly water service charge may be increased above five percent (5%) by a vote of sixty seven percent (67%) of the Owners who are voting in person or by proxy, at a meeting duly called for this purpose.
- c) The Board of Directors may fix the maximum monthly water service charge, annually, at an amount not in excess of the maximum.

Section 4.5. Special Assessments for Water System. The Association may levy:

- a) Special assessments for the acquisition, operation and maintenance of the Cougar Ridge Water System;
- b) Hookup charges and meter charges, assuming meters will eventually be required by law, as are imposed from time to time by the Board of Directors;
- c) Special assessments for the retirement of any debt incurred by the Association for purposes of acquiring, operating, and maintaining the Cougar Ridge Water System; and
- d) Special assessments for any construction, reconstruction, repair, demolition, replacement, or maintenance of the Cougar Ridge Water System.

Section 4.6 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty seven percent (67%) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.7 Penalty Assessments

- a) The Board of Directors may assess fines and penalties for violations of the terms of this First Restatement of Declaration and for violations of any Rules adopted pursuant to the provisions hereof. The amount of such penalty or fine shall not exceed fifty dollars (\$50) or twenty percent (20%) of the amount of the current annual assessment, whichever is greater.
- b) The Association shall assess such fines and penalties and shall enforce such assessments, including collection of late charges, expenses, interest and attorneys' fees in the manner provided in this Article IV after not less than

seven (7) days written notice to the Owner concerned and opportunity for a hearing.

- c) After reasonable notice to the Owner involved, and opportunity for a hearing before the Board, the Association may assess the fines and penalties adopted pursuant to this Section 4.7. The Association shall enforce payment of such assessments in the manner provided in Article IV. Within ten days after the mailing of notification of the assessment of a fine or a penalty to the Owner involved, such Owner may request in writing, addressed to the President of the Association, that the Board reconsider said fine or penalty at the next regular or special meeting of the Board. Should no such request be timely received, said fine or penalty shall become immediately enforceable. Said request by the Owner shall be deemed timely if postmarked within said ten (10) day period and addressed to the return address stated in the written notice the Owner. Upon receipt of such request by the Owner for reconsideration, the President shall cause the matter to be placed on the agenda of the next regular or special Board meeting provided said hearing shall not take place until at least ten (10) days after mailing notice of said hearing to the affected Owner. The decision of the Board at said hearing shall be the final decision of the Association regarding said fine or penalty.

Section 4.8. Notice and Quorum for Any Action Authorized Under Section 4.3, 4.4, 4.5 and 4.6. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3, 4.4, 4.5 or 4.6 shall be sent to all Owners not less than 10 days nor more than 60 days in advance of the meeting. At such meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting. No such meeting shall be held more than 60 days following the preceding meeting.



Section 4.9 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected and paid on a quarterly basis.

Section 4.10. Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments of a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a lot is binding upon the Association as of the date of issuance.

Section 4.11. Effect of Nonpayment of Assessments: Remedies of the Association; Lien. All Lots in the Properties shall be subject to the charges and assessments provided for the purposes set forth herein and in the Articles of Incorporation and By-Laws of the Association. The Association shall have a lien against all lots in the Properties for said charges and assessments, including interest at twelve percent (12%) per annum on all such charges and assessments that are not paid when due. If said charges and assessments levied by the Association shall not be paid within one (1) month after they become due and payable, then the Association may take any or all of the following actions:

- a) Suspend the voting rights of the Owner during any period of delinquency.
- b) Bring an action at law against any Owner personally obligated to pay for the delinquent assessments.

- c) Proceed to foreclose its lien in the same manner as provided for the foreclosure of mortgages under the statutes of the State of Washington.
- d) Discontinue providing water service to the Owner.

Whether or not a personal or a foreclosure action is commenced, the Association shall be entitled to recover all costs of collection of assessments from any delinquent Lot Owner, including, but not limited to, the cost of title search and court costs, together with reasonable attorney's fees. Any first mortgage liens placed upon any of said Lots which are recorded in accordance with the Laws of the State of Washington shall be, from the date of the recording of such mortgage, superior to such assessments and the liens provided for herein that are levied by the Association subsequent to the date that said first mortgage is recorded. "First Mortgage Liens", for purposes of this Article, shall mean the liens of the recorded mortgage, deed of trust or real estate contract on a lot within the Properties that has legal priority over all other mortgages, deeds of trust or real estate contracts thereon.

Section 4.12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.13. Landscaping. The Association shall be responsible and pay for all costs to maintain the landscaping, lighting and improvements in all Common Areas.

## ARTICLE V

### ARCHITECTURAL AESTHETICS

Section 5.1. Architectural Controls. No building, fence, Shed, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications, in a form acceptable to the Architectural Review Committee, showing the nature, kind, shape, height, materials, and location of same shall 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 Architectural Review Committee appointed by the Board of Directors. In the event said Architectural Review Committee or its designated committee fails to approve or disapprove such design and location sixty (60) 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 5.2 Standards for Approval. Approval shall be based, among other things, on conformity and harmony of exterior design, colors and materials with neighboring structures; relation of proposed improvements to the natural topography, grade and finished ground elevation; relation of the structure to that of neighboring structures and natural features of the Property; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Architectural Review Committee shall have the right to require and approve landscaping plans. The Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

The exterior of the home, including, but not limited to roof area, exterior sides, painting, driveways and walks, fireplaces and landscaping shall be fully completed within six (6) months after the issuance of the building permit.

The following standards shall apply:

- a) No dwelling shall be permitted of less than 1800 square feet, exclusive of basement and garage.

- b) The exterior siding of the dwelling shall be constructed of cedar beveled siding or any other materials deemed by the Architectural Review Committee to be of equivalent or higher quality, with a minimum of 20% brick, stone or plaster materials. Roofs shall be constructed with cedar shingles or shakes or masonry tile or any new materials deemed by the Architectural Review Committee to be of equivalent or higher quality, with architectural and aesthetic consideration of paramount importance. All percentage exteriors requirements for brick stone or plaster shall include street facing surfaces of brick, cobblestone surfaces on exterior walks, porches or patios.
- c) No T-one-11 plywood siding or imitation veneer siding shall be used on a new dwelling or dwelling being remodeled.
- d) In a two story dwelling there shall not be less than 1200 finished square feet of living space at the street level, exclusive of basement and garage.
- e) Driveways, walkways, porches and steps shall be constructed with concrete or any new materials deemed by the Architectural Review Committee to be of equivalent or higher quality, with architectural and aesthetic consideration of paramount importance.
- f) Water sprinkler systems must be installed in all front lawn areas except where there is a corner lot where the water sprinkler system will include the lawn area facing the streets.
- g) Exterior fireplace chimney must be constructed of all brick, stone or plaster veneers, with no metal chimney shown.

Section 5.3 Non-Liability for Actions. Neither the Association, nor the Architectural Review Committee, nor their respective successors or assigns, shall be liable in damages to anyone submitting plans to the Association or the Architectural Review Committee for approval, or to any owner affected by this First Restatement of Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any

such plans and specifications. Every Owner or other person who submits plans to the Architectural Review Committee for approval agrees, by submission of such plans and specifications, that he or she will not bring any action or suit against the Association or the Architectural Review Committee to recover any such damages. Approval by the Architectural Review Committee shall not be deemed to constitute compliance with the requirements of any local building codes and government regulations, and it shall be the responsibility of the Owner or other person submitting plans to the Architectural Review Committee to comply therewith.

Section 5.4 Address. Unless otherwise changed by the Association or by the Architectural Review Committee by due notice thereof given to the Owners, all plans and specifications required under Section 5.1. shall be submitted in person or by mail to the following address:

Cougar Ridge Homeowners' Association  
5948 Capitol Forest Drive SW  
Olympia, WA 98512

Or such other address as may be designated by the Association or the Architectural Review Committee.

## ARTICLE VI

### USE RESTRICTIONS

CC&R Section 6.1 - Compliance with Zoning. All lots shall be used for single family residential purposes only, and shall not be used for any commercial purpose unless the use:

- a) Is consistent with all relevant zoning restrictions;
- b) Does not itself impact a lot's appearance or create traffic, noise, or other nuisance;
- c) Does not itself use Association resources, including, but not limited to, water from the Cougar Ridge Water System beyond a de minimus usage; and
- d) Is not used for renting or leased for a period less than one month, or for any other vacation rental arrangement.

Section 6.2. Land Use and Building Type. Except as provided in section 6.1, no Lot shall be used for any purpose other than single family residential. No building shall be altered, erected, placed, or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and a half (2 ½) stories in height and a private garage for a minimum of two cars but no more than four cars. No more than one residence shall be constructed on any lot. The Architectural Review Committee may, at its discretion, approve the construction of a detached garage or other type of outbuilding.

Section 6.3. Conveyance of Lots. The Common Area and all Lots, whether or not the instrument of conveyance or assignment shall refer to this First Restatement of Declaration, shall be subject to the covenants, conditions, restrictions, easements, reservations, and other provisions contained in this First Restatement of Declaration, as it may be amended from time to time pursuant to Article VIII.

Section 6.4. Driveways. All garages located upon any lot shall be connected to the adjacent street by concrete paved driveway, in accordance with the standards established in Article V, Section 5.2.

Section 6.5 Household Pets. No animals, livestock, poultry, or bees of any kind shall be raised, bred, kept, or boarded on the Common Area or any Lot, except that household pets may be kept on any Lot; provided, however, that they are not kept, bred, boarded or maintained for any commercial purpose; they are kept in fenced yards; and if taken outside of an Owner's yard, such pets are kept leashed and under an Owner's control at all times. Each Owner of a pet shall be responsible for clean-up and removal from the Common Area and any Lot of such pet's excrement.

Section 6.6. Temporary Structures. No structures of a temporary character, mobile or modular home, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 6.7 Antennas. Without prior written approval of the Architectural Review Committee, no exterior television, radio, or other communication antennas, aerials, or microwave dishes of any type shall be placed, allowed, or maintained upon any portion of the Lots, Residences, or Common Areas.

Section 6.8. Nuisances. No noxious, obnoxious or offensive activity shall be carried on in any Lot, or in the Common Area, nor shall anything be done therein which may be an annoyance or disturbance to the Owners or occupants of the other Lots including, by way of example and without limitation thereto, maintenance of flashing lights or noise audible outside the lot, except for decorative lighting installed by the Association.

Section 6.9 Refuse. All rubbish, trash, garbage, and other refuse shall be regularly removed from the Lots and shall neither be allowed to accumulate thereon nor be burned in outside incinerators, barbeque pits, or the like. All containers or other equipment for the storage or disposal of rubbish, trash, garbage, or other refuse shall be kept in a clean, sanitary condition and shall be screened by adequate planting or fencing so as to conceal them from public view. The Board of Directors, or the designated representative thereof shall, upon prior notice to an Owner to remove any rubbish, trash, garbage or other refuse from the Owner's Lot and upon the Owner's failure to so remove, have the right at any reasonable time to enter upon such Lot and remove any such rubbish, trash, garbage, or other refuse at the sole expense of the Owner of such Lot. Such entry shall not be deemed to be trespass upon the Lot.

Section 6.10. Drainage. All Owners shall leave all drainage areas and easements, including swales, constructed on the Lots and on other portions of the Property in the

state as originally fixed by the Association or persons or entities acting on behalf of the Association; provided however, that an Owner shall be permitted to modify the drainage areas on the Owner's Lot upon receiving written approval therefore from the Architectural Review Committee. Any Owner who in any way modifies such drainage areas without such consent shall be subject to the sanctions contained herein for violations of this First Restatement of Declaration.

Section 6.11. Visible Objects. All clotheslines, equipment, Sheds, garbage and trash containers, woodpiles, and storage piles shall at all times be kept screened by adequate planting or fencing so as to conceal them from public view.

Section 6.12. Landscaping and Maintenance of Yard Area. All Lots shall be landscaped in a reasonable, quality manner in harmony with existing yard areas.

Section 6.13. Non-Operative Motor Vehicles, Motorized Recreational Vehicles, Trailers & Boats. No non-operative motor vehicles shall be parked, stored or located on any lot, driveway or on any street. Trailers, motorized recreational vehicles and boats of any length not in excess of 25 feet may be stored or parked on the side or rear of the lot but no trailers, motorized recreational vehicles and boats of any length may be stored or parked in front of the dwelling house or stored or parked for more than three days in the driveway or on the street abutting said lot.

Section 6.14. Easements. Easements for installation, maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 6.15. Exterior Maintenance. The exterior of the building, yards and landscaping, and any other improvements erected on a lot shall be maintained in a quality manner in harmony with existing buildings and improvements.



Section 6.16. Open Fires. Recreational fires are permitted on lots within Cougar Ridge, subject to the following conditions:

- a) Fires must comply with all relevant state, county, and local statutes, regulations, and ordinances, as well as any state or local advisories or bans in force at the time.
- b) Fires must be sited in a barbecue, ring, pit, fire table, or bowl, and no fire containment device may be larger than three feet in diameter or a reasonably equivalent area.
- c) Fires must be attended to at all times and must be fully extinguished when burning is complete.
- d) Individuals are only permitted to burn paper, dried wood, charcoal, artificial logs, or clean fuels such as natural gas or propane.
- e) Burning yard debris or other refuse is not permitted.

Section 6.17. Water Supply. No individual water system shall be permitted on any Lot, with all Lots to be supplied by the owner of the existing Cougar Ridge Water System, its heirs, successors and assigns.

Section 6.18. Drilling & Mining Operations. Drilling or mining in any form whatsoever shall not be permitted upon or in any lot. This includes drilling, development operations, refining, quarrying or mining, and the construction or any form of derrick or structure designed for boring purposes.

Section 6.19. Covenants Respecting Use of Water System.

- a) Connection to the Water System. The Association shall be responsible for delivering water to an Owner's property. All Owners shall be responsible for maintaining the connecting service line from their Properties to the Cougar Ridge Water System point of connection and all persons who become Owners who do not yet have their Properties connected to the Cougar Ridge Water System shall be responsible for acquiring and installing the connecting service line from their Properties to the Cougar Ridge Water System point of connection and for paying a hook up fee to the water system.
- b) Non-Interference with the Water System. Each Owner shall refrain from knowingly

taking any action on their property that may damage the water system or that may compromise the safety, health or quality of the water system without prior approval of the Board of Directors.

- c) Rules and Regulations. Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the Cougar Ridge Water System. In particular but without limitation, the Board of Directors may promulgate from time to time rules and regulations which shall govern use of the Water System's water and facilities which may, in the judgment of the Board of Directors, be environmentally hazardous or wasteful of the water supplied by the System or destructive of the Water System facilities and which impose fines for the violation of rules and regulations. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants, and agents, until and unless any such rule or regulation shall be specifically overruled, cancelled, or modified by the Board of Directors or by the vote of sixty seven percent (67%) of the Owners, who are voting in person or by proxy, at a meeting duly called for this purpose.
- d) Authority and Enforcement. Upon the violation of this First Restatement of Declaration, the Articles of Incorporation, the Bylaws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments, the Board shall have the power: (a) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Properties of the Owners who, or whose occupants or guests are guilty of such violation; (b) to suspend an Owner's right to vote in the Association; or (c) to suspend an Owner's right (and the right of such Owner's family and guests) to use any of water from the Cougar Ridge Water System and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner,

his/her family, guests or tenants. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

- e) Procedure. Except with respect to the failure to pay assessments, the Board shall not impose a fine, suspend voting rights, or infringe upon or suspend any other rights of an Owner for violations of the First Restatement of Declaration, the Bylaws, or any rules and regulations of the Association, unless and until the procedures set forth in Subsection (f) below are completed:
- f) Demand to Cease and Desist. Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:
  - (1) the alleged violation;
  - (2) the action required to abate the violation;
  - (3) the proposed sanction; and
  - (4) a time period of not less than ten (10) days during which the violation may be abated without imposition of the proposed sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this First Restatement of Declaration, the Articles of Incorporation, the Bylaws, or of the rules and regulations of the Association may result in the imposition of the proposed sanctions without further notice.

## ARTICLE VII

### EASEMENTS

Section 7.1. Entry, Performance & Enforcement. The Association shall have and enjoy a non-exclusive easement on, over, under, across and through, and a non-exclusive right of entry and access to, the Property and each part thereof, including the individual Lots, for the exercise of performance by the Association, and persons and organizations

authorized by it, of the rights granted to, or the duties imposed upon, the Association by the provisions of this First Restatement of Declaration including without limitation thereto, the right to enter in or upon any Lot for the purposes of ascertaining whether there has been, or is, compliance with, and to enforce, the provisions of this First Restatement of Declaration, the rules and regulations of the Association. Entry of a Lot pursuant to this easement shall be restricted to reasonable times and must be preceded by written notice of at least twenty-four (24) hours to the occupant unless entry is required by an emergency.

Section 7.2. Annexation Easement. The Association, for itself and its successors and assigns, hereby retains a right and easement of enjoyment in and to the Common Areas for the benefit of any other property or properties which the Association may annex hereto in accordance with Article VII and for the benefit and use of the Association, its successors and assigns, and any Owners, family members, guests, invitees, tenants, or contract purchasers of any portion or portions of such property or properties.

## ARTICLE VIII

### DURATION AND AMENDMENT

Section 8.1. Duration and Extension. This First Restatement of Declaration, every provision herein every covenant, condition, restriction and reservation contained herein shall run with and bind the land and shall continue in full force and effect for a period of twenty (20) years from the date hereof, and shall thereafter be automatically extended for successive periods of ten (10) years unless otherwise terminated or modified as hereinafter provided.

Section 8.2. Amendment and Modifications. This First Restatement of Declaration or any provision hereof or any covenant, condition or restriction contained herein, may be terminated, extended, modified, or amended, as to the whole of the Property or any

portion thereof, with the written consent of the Owners holding at least sixty-seven percent (67%) of the Lots. Such termination, extension, modification or amendment shall be immediately effective upon recording in the office of the Auditor of Thurston County, Washington the proper instrument in writing, executed and acknowledged by the President and Secretary of the Association certifying that the written approval of not less than 67% of the Owners of the termination, extension, modification or amendment has been obtained and record thereof is maintained in the records of the Association.

## ARTICLE IX

### ENFORCEMENT

Section 9.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provision of this First Restatement of Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2 Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an Owner, shall be applicable against every such violation and may be exercised by the Association or Owners pursuant to Section 9.1.

In any legal or equitable proceeding for the enforcement or to restrain the violation of this First Restatement of Declaration or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties in the amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

The failure of the Association or any Owner to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations of or the right to enforce any other conditions, covenants, restrictions or reservations, and the Association shall not be liable therefore.

## ARTICLE X

### EFFECTS OF DEVELOPMENT PLAN, PLATS AND OTHER DOCUMENTS FILED WITH THE COUNTY OF THURSTON

Section 10.1. General Information Regarding Development Plan. The Development Plan of Cougar Ridge, of which the Property is a part, the preliminary of final plat and other related documents which are on record in the office of the Thurston County Auditor of the County of Thurston or other applicable governmental agency (hereinafter referred to as the "Plan"), has the effect and only the effect described by the Statutes of the State of Washington, and the rules and regulations of said County. The Plan and related documents constitute part of the public controls imposed by the County upon Developers, Owners, Residents and users of the Development and do not create, and are not intended to create, any private property or contract rights in the Owners and Residents of the Development except as such rights may be created expressly by separate contracts, deeds and other documents including this First Restatement of Declaration. The plan on file in the office of the said Auditor or other applicable governmental agency describes a plan of development which the Association believes will provide maximum benefit to the Residents, Owners and the public. During an extended development program, however, various factors can intervene which may hinder the effectiveness of the plan and may threaten the benefits to be derived by the Association, Residents, Owners and the public unless the plan can be modified as prescribed by applicable law. Accordingly, this First Restatement of Declaration is not intended to nor does it

grant or create any private property or contract rights to the said Plan for the Development and such plans continue to remain subject to modification by the proper governmental authorities in accordance with the procedures set forth in the Statutes, rules and regulations of the County of Thurston, State of Washington.

## ARTICLE XI

### MISCELLANEOUS

Section 11.1. Non-Waiver. Failure by the Association, or any Owner to enforce any covenant, condition, restriction, easement, reservation, or other provision contained in this First Restatement of Declaration shall in no way or event be deemed to be a waiver of the right to do so thereafter.

Section 11.2 Severability. The provisions of this First Restatement of Declaration shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

Section 11.3 Drainage Assessment. All lot Owners shall pay to Thurston County such rates and charges as may be fixed by Thurston County for a service or benefit obtained by establishment of maintenance of drainage improvements, pursuant to the authority provided by CHAPTERS 58.17 and 36.89, REVISED CODE OF WASHINGTON. Drainage improvements include but are not limited to storm drains, catch basins, drainage ditches and retention ponds.

B. Restatement. This First Restatement of Declaration amends and restates in its entirety the Declaration and shall supersede all previous versions of the Declaration.

C     **Effective Date.** This First Restatement of Declaration shall take effect upon recording.

D.     **Declaration.** *(Insert Name)* \_\_\_\_\_ declare on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, at Olympia, Washington, under penalties of perjury under the laws of Washington, that:

- a.     S/he is the Secretary of Cougar Ridge Homeowners' Association, a Washington non-profit corporation;
- b.     S/he has read this First Restatement of Declaration and knows its contents;
- c.     The Owners of the Lots, after notice of the meeting was properly given, approved this First Restatement of Declaration by a vote of more than sixty seven percent (67%) of the Lot Owners.
- d.     To the best of his/her knowledge, all other legal requirements have been complied with for amending the Declaration.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**IN WITNESS WHEREOF** this Amendment is executed as of the date first set forth above.

**COUGAR RIDGE HOMEOWNERS' ASSOCIATION**

\_\_\_\_\_  
**By: Lloyd Moody, President**





STATE OF WASHINGTON )

) ss.

County of Thurston )

On this \_\_\_\_ day of \_\_\_\_\_, 2010 before me personally appeared **Lloyd Moody**, to me known to be the President of **Cougar Ridge Homeowners' Association**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

**In Witness Whereof** I have hereunto set my hand and affixed my official seal the day and year first above written.

Dated \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION

COUGAR RIDGE, DIVISION ONE, AS RECORDED IN VOLUME 22 OF PLATS, PAGES 89 AND 90, RECORDS OF THURSTON COUNTY, WASHINGTON AND FILED ON FEBRUARY 6, 1985 UNDER THURSTON COUNTY AUDITOR FILE NO. 8502060099

COUGAR RIDGE, DIVISION TWO, AS RECORDED IN VOLUME 23 OF PLATS, PAGES 57 AND 58, RECORDS OF THURSTON COUNTY, WASHINGTON AND FILED ON SEPTEMBER 8, 1987 UNDER THURSTON COUNTY AUDITOR FILE NO. 8709080166

COUGAR RIDGE, DIVISION THREE, AS RECORDED IN VOLUME 23 OF PLATS, PAGES 101, 102, AND 103, RECORDS OF THURSTON COUNTY, WASHINGTON AND FILED ON APRIL 5, 1988 UNDER THURSTON COUNTY AUDITOR FILE NO. 8804050001

COUGAR RIDGE, DIVISION FOUR, AS RECORDED IN VOLUME 23 OF PLATS, PAGES 104 AND 105, RECORDS OF THURSTON COUNTY, WASHINGTON AND FILED ON APRIL 5, 1988 UNDER THURSTON COUNTY AUDITOR FILE NO. 8804050003

EXHIBIT B  
COMMON AREA

TRACTS A, B, C, D, E, AND F SITUATED IN DIVISION ONE OF THE COUGAR RIDGE SUBDIVISION, A PLANNED UNIT DEVELOPMENT, RECORDED IN VOLUME 22 OF PLATS, PAGES 89 AND 90, RECORDS OF THE COUNTY AUDITOR OF THURSTON COUNTY, WASHINGTON AND FILED ON FEBRUARY 6, 1985 UNDER THURSTON COUNTY AUDITOR FILE NO. 8502060099; IN ADDITION TO THE COMMON AREA OWNED BY THE COUGAR RIDGE HOMEOWNERS' ASSOCIATION, THE 50' GREEN BELT HAS LIGHTING, LANDSCAPING AND SPRINKLER SYSTEM LOCATED THEREON WILL BE MAINTAINED BY THE ASSOCIATION.

TRACT G TRAFFIC ISLAND PARCEL AND WATER WELL, THE WATER WELL SITE AND EQUIPMENT AND IMPROVEMENTS ON TRACT A OF COUGAR RIDGE, DIVISION ONE, AS RECORDED IN VOLUME 22 OF PLATS, PAGES 89 AND 90, RECORDS OF THURSTON COUNTY, WASHINGTON AND FILED ON FEBRUARY 6, 1985 UNDER THURSTON COUNTY AUDITOR FILE NO. 8502060099