

**CROWN ESTATES  
HOMEOWNERS ASSOCIATION**

***COVENANTS, CONDITIONS and  
RESTRICTIONS 5979318 CCRAMD***

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***Restrictions for Crown Estates (“2021 CC&Rs”)***

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## **Amended and Restated Declaration of Covenants, Conditions and Restrictions for Crown Estates**

Crown Estates Homeowners Association makes this 2021 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Crown Estates ("the 2021 CC&Rs") this 22<sup>nd</sup> day of October 2021.

### **Recitals**

WHEREAS, on October 30, 2007, a certain "Declaration of Conditions and Restrictions for Quality Homes, Inc.", was recorded in the real property records of Clark County at Auditor's File No. 4390474 (as "Declaration of Protective Covenants, Conditions and Restrictions Affecting Crown Estates Ph 1 and 2").

WHEREAS, the Original Declaration was amended on April 6, 2015 when an instrument titled "Amendment to Declaration of Protective Covenants, Conditions and Restrictions Affecting Crown Estates" was recorded at Auditor's File Number 5160922 (as "Amended Declaration of Protective Covenants, Conditions and Restrictions Affecting Crown Estates").

WHEREAS, the Original Declaration and amendments of April 6, 2015, was amended on January 18, 2018 when an instrument titled "Crown Estates Homeowners Association, Covenants, Conditions and Restrictions," was recorded at Auditor's File Number 5479870 (as "Amended Declaration of Protective Covenants, Conditions and Restrictions Affecting Crown Estates").

WHEREAS, the Original Declaration was amended and restated on October 22, 2021 when an instrument titled "2021 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Crown Estates" was recorded at Auditor's File Number 5979318 (as amended and restated, the "2021 Amended and Restated Declaration of Covenants, Conditions and Restrictions for Crown Estates"). Instruments recorded at Auditor's File Nos. 5160922 and 5479870 subsequently amended the 2007 Declaration.

## Exhibit "A"

### Legal Description, Crown Estates, Phase 1

Lots 1-16, Crown Estates Phase 1, according to Plat 4337221, Book 311, Page 544, in the records of Vancouver, Clark County, Washington.

Real property lying in the Northwest quarter of the Northeast quarter of Section 27, Township 2 North, Range 2 East of the Willamette Meridian, City of Vancouver, Clark County, Washington described as follows:

Commencing at the Northeast corner of said Section 27 as shown on Record of Survey Book 56, Page 072, records of said county; thence North 89° 10' 16" West, along the North line of the Northeast quarter of said Section 27, 1994.33 feet to the Northwest corner of the East half of the East half of the Northwest quarter of the Northeast quarter of said Section 27; thence South 00° 59' 09" West, along the West line of the East half of the East half of the Northwest quarter of the Northeast quarter of said Section 27, 1020.00 feet to an interior corner on the southerly boundary line of Sand Castle Heights, according to the Plat thereof as recorded in Book G of Plats, at Page 690, records of said county and the Point of Beginning; thence South 00° 59' 09" West, along said West line and the most southerly East line of said Sand Castle Heights, 301.07 feet to the South line of the Northwest quarter of the Northeast quarter of said Section 27; thence South 89° 04' 53" East, along said South line, 496.60 feet to the Southwest corner of Lot 11 of Evergreen Terrace, according to the Plat thereof as recorded in Book J of Plats, at Page 003; thence North 01° 04' 18" East, along the West line of Lot 11, Lot 10, Lot 9, Lot 8 and Lot 7 of said plat of Evergreen Terrace, 303.48 feet to the Southwest corner of Lot 35 of said plat of Sand Castle Heights; thence North 89° 21' 35" West, along the South line of Lot 35, Lot 34 and Lot 28 of said plat of Sand Castle Heights, 497.06 feet to the Point of Beginning.

Containing approximately 3.45 acres. Subject to easements and restrictions of record.

<u>Lot</u>	<u>Serial Number</u>	<u>Lot</u>	<u>Serial Number</u>
1	164924002	9	164924018
2	164924004	10	164924020
3	164924006	11	164924022
4	164924008	12	164924024
5	164924010	13	164924026
6	164924012	14	164924028
7	164924014	15	164924030
8	164924016	16	164924032

TT A 164904034

## Legal Description, Crown Estates, Phase 2

Lots 1-12, Crown Estates Phase 2, according to Plat 4388062, Book 311, Page 544, in the records of Vancouver, Clark County, Washington

Real property lying in the Southwest quarter of the Northeast quarter of Section 27, Township 2 North, Range 2 East of the Willamette Meridian, City of Vancouver, Clark County, Washington described as follows:

Commencing at the Northeast corner of said Section 27 as shown on Record of Survey Book 56, Page 072, records of said county; thence North 89° 10' 16" West, along the North line of the Northeast quarter of said Section 27, 1661.94 feet to the Northwest corner of the East half of the East half of the Northwest quarter of the Northeast quarter of said Section 27; thence South 01° 02' 35" West, along the West line of the East half of the East half of the Northwest quarter of the Northeast quarter of said Section 27, 1321.60 feet to South line of the Northwest quarter of the Northeast quarter of said Section 27 and the Point of Beginning; thence South 89° 04' 53" East, along said South line, 165.53 feet to the Southwest corner of Lot 11 of Evergreen Terrace, according to the Plat thereof as recorded in Book J of Plats, at Page 003; thence South 89° 04' 53" East, along said South line, the South line of said Lot 11, and the South line of NE 127<sup>th</sup> Avenue, according to said plat, 129.69 feet to the West line of said NE 127<sup>th</sup> Avenue; thence along the West line of said NE 127<sup>th</sup> Avenue the following courses: South 07° 53' 07" East 39.44 feet, South 01° 04' 44" West 260.06 feet; thence South 05° 07' 40" West 33.12 feet to a point that is 990.00 feet Northerly of, when measured at right angles to, the South line of the Southwest quarter of the Northeast quarter of said Section 27; thence parallel with said South line North 88° 59' 28" West 298.82 feet to the West line of the East half of the East half of the Southwest quarter of the Northeast quarter of said Section 27; thence North 01° 02' 35" East, along said West line, 331.60 feet to the Point of Beginning.

Containing approximately 2.29 acres. Subject to easements and restrictions of record.

<u>Lot</u>	<u>Serial Number</u>	<u>Lot</u>	<u>Serial Number</u>
1	164915002	7	164915014
2	164915004	8	164915016
3	164915006	9	164915018
4	164915008	10	164915020
5	164915010	11	164915022
6	164915012	12	164915024

TT A 164915026

# **Amended Declaration of Protective Covenants, Conditions and Restrictions Affecting CROWN ESTATES**

**Being 5.5 acres**

Plat No. 4337221 Book 311 Page 514 (Phase 1)

Plat No. 4388062 Book 311 Page 544 (Phase 2)

Whereas, Quality Home Inc., a Washington corporation is the owner of certain real property situated in the city of Vancouver, known as Crown Estates (the "Property").

Whereas, Declarant desires to declare of public record certain Protective Covenants, Conditions and Restrictions upon the ownership of the property:

1. Shall become and are hereby made a part of all conveyances of the Property and any portion thereof.
2. Shall by reference become part of any conveyances of the Property or any part thereof, shall run with the Property, shall be binding on all parties having or acquiring any right, title or interest therein and shall apply thereto as fully and with the same effect as if set forth in full therein.

## **Article I – Definitions**

### **1.01 – Association:**

"**Association**" shall mean and refer to CROWN ESTATES HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation to be organized in accordance with the terms hereof, its successors and assigns.

### **1.02 – Declarant:**

"**Declarant**" shall mean QUALITY HOME INC., a Washington corporation, its successors and assigns.

### **1.03 – Lot:**

"**Lot**" shall mean a plot of land designated for residential use within the Property and identified on the plat or plats thereof by Arabic numerals, together with such additional lots or parcels as may hereafter, by recorded conditions or restrictions, be brought within the jurisdiction of the Association.

### **1.04 – Member:**

"**Member**" shall mean and refer to every person or entity holding membership in the Association.

### **1.05 – Owner:**

"**Owner**" shall mean the owner of record, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers.

### **1.06 – Plat:**

"**Plat**" shall mean the plat of Crown Estates subdivision filed for record in the plat records of Clark County, Washington in Book 311, Page 514 on 06/14/2007 for Phase 1 and in Book 311, Page 544 on 10/23/2007 for Phase 2.

### **1.07 – Properties:**

"**Properties**" shall mean the real property situated in the city of Vancouver in Clark County, Washington, described on the attached Exhibit "A," together with the designated common areas and any such



additional lots or parcels as may hereafter, by recorded conditions or restrictions, be brought within the jurisdiction of the Association.

#### **1.08 – Residence:**

“**Residence**” shall mean that portion or part of any structure intended or designed to be occupied by one family as a dwelling, together with attached or detached garage and the patios, porches, or steps annexed thereto.

#### **1.09 – Subdivision:**

“**Subdivision**” shall mean collectively, all of the Lots within the Property, as subdivided by the Plat and future plats of the portion of the Property not included within the Plat.

#### **1.10 – Covenants or Declarations:**

“**These covenants**” or “**Declarations**” shall mean the protective covenants, conditions and restrictions and other provisions as set forth in this Declaration, as the same may be amended and supplemented from time to time in accordance with the provisions of this Declaration.

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### **Article II – Property Subject to These Covenants**

#### **2.01 – Declaration of Covenants:**

Declarant hereby declares that the Property is held and shall be held, conveyed, hypothecated, encumbered, used, occupied, and improved subject to these covenants.

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### **Article III – Owner’s Association**

#### **3.01 – Organization:**

The Declarant shall organize an Association of all the Owners of Lots. Such Association, its successors and assigns, shall be organized under the name Crown Estates Homeowner’s Association or a name similar thereto and shall have property, powers and obligations as set forth in these covenants for the benefit of the Properties. The Declarant shall organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Washington. The Articles of Incorporation of the Association shall provide for its perpetual existence, but in the event the Association is any time dissolved, whether inadvertently or deliberately, an unincorporated Association of the same name shall automatically succeed it. In that event, all of the property, powers, and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor-unincorporated association, and such vesting shall thereafter be confirmed and evidenced by appropriate conveyances and assignments by the incorporated Association. To the greatest extent possible, any successor unincorporated Association shall be governed by the Articles of Incorporation and the Bylaws of the Association, as if they had been made to constitute the governing documents of the unincorporated Association. The Articles of Incorporation and the Bylaws of the Association shall be deemed covenants running with the ownership of Lots and shall be binding upon Owners as if verbatim recited herein.

### **3.02 – Membership:**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot within Crown Estates, including Lots created or annexed, shall be proprietary Members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any Lot, which is subject to assessment, by the Association. Ownership of such Lot shall be the sole qualification for membership.

### **3.03 – Control of Affairs of Association:**

### **3.04 – Voting Rights:**

Members shall be those Members as defined in this Article. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by [Section 3.02](#). When more than one person or entity holds such interest in any Lot, each such person or entity shall be a member. The vote with respect to such Lot shall be exercised as they among themselves determine and shall have certified unanimously and in writing to the secretary of the Association, but in no event shall more than one (1) vote be cast with respect to any Lot.

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## **Article IV – Covenant for Maintenance Assessments**

### **4.01 – Creation of the Lien and Personal Obligation of Assessments:**

The Declarant hereby covenants for the Property, that each owner and each vendee of any Lot, whether or not it shall be so expressed in any deed or other conveyance or agreement for conveyance, is deemed to covenant and agree to pay the Association (i) regular annual or other periodic assessments or charges as established by the Association and (ii) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of a person or entity who was the Owner of such property at the time of such assessment became due. The obligation shall remain a lien upon the property until paid or foreclosed, but shall not be a personal obligation of successors in title unless expressly assumed by them. These annual assessments are the property of the Association and are not refundable to sellers or Owners of Lots unless the Association were to be dissolved.

### **4.02 – Purpose of Assessments:**

Assessments levied by the Association shall be used exclusively for insurance, administration, supplies, and legal fees for both Phase 1 and Phase 2; additionally, only assessments derived from Phase 2 shall be used for maintenance within their specific development of private streets, lighting, and common areas. The Association may also render such additional services as designated by the Directors.

### **4.03 – Reserve Account:**

A reserve study is not required for Crown Estates HOA per exemption found in [RCW 64.90.545](#), item (c), and therefore there is no separate “reserve account.” However, funds are budgeted annually for Phase 1 and Phase 2 to accrue toward specified possible expenditures to be held in reserve to assist in meeting long-term expenses and are held with other monies in the Association’s general funds.

#### **4.04 – Special Assessments for Capital Improvements:**

In addition to the annual assessment 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 or reconstruction or unexpected repair or replacement of a described capital improvement upon the common areas, (which for this purpose may include fencing, lighting facilities for roads, streets and other public thoroughfares) including the necessary fixtures and personal property related thereto, provided that any such special assessment for structural alterations, capital additions or capital improvements shall require the assent of fifty-one percent (51%) of the votes of Members of the Phase or Phases affected who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be sent to all Members of that Phase or Phases not less than thirty (30) days and not more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. This section shall not prohibit the Directors from authorizing capital expenditures for replacements or repairs or improvements from funds generated by regular assessments.

#### **4.05 – Rate of Assessment; Common Profits:**

Both annual assessments and any special assessments must be fixed as a uniform rate for services rendered for all Lots except as noted in the Bylaws, Article VI, [Section 6.3](#) and shall be collected on an annual basis or as approved by the Directors. If special services are rendered to specific Lots at the request of such Owner, additional assessments shall be charges to such Lots. If the Association has any common profits at the end of any fiscal year the Board of Directors may, in its sole discretion, elect to distribute said profits to Members in proportion to the assessments made to the Member's Lots during the same fiscal year.

#### **4.06 – Quorum for any Action Authorized Under Bylaws:**

As provided in the Bylaws, Article III, [Sections 3.1](#) and [3.2](#) hereof, the presence at the meeting of Members or of proxies entitled to cast thirty-four percent (34%) of all the votes of members shall constitute a quorum.

#### **4.07 – Date of Commencement of Annual Assessment, Due Dates:**

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance to the Association of the common areas located within such plat. The first regular assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the regular assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board of Directors shall establish the due dates. The Association upon demand, shall at any reasonable time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. The Board for the issuance of these certificates may make a reasonable charge; such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

#### **4.08 – Effect of Nonpayment of Assessments, Remedied of the Association:**

Any assessments, which are not paid in full when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the following per annum: From the date hereof until the first annual meeting of Members, twelve percent (12%) per annum; and thereafter at a rate per annum which the Members shall establish at each such annual meeting to be in effect until the next such annual meeting, but if no such rate is so established

by the Members, then the rate shall be twelve percent (12%) per annum. The Secretary of the Association shall file in the office of the County Clerk, or appropriate recorder of conveyances of Clark County, Washington within one hundred twenty (120) days after delinquency, a statement of the amount of any such assessments together with interest as aforesaid, which have become delinquent with respect to any Lot. Upon payment in full thereof, the Secretary shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessment, together with interest, costs, expenses and reasonable attorney's fees for filing and enforcement thereof, shall constitute a lien on the Lot with respect to which it is fixed, including any improvement thereon, from the date the notice of delinquency is filed in the office of said County Clerk or other appropriate recording office, until the same has been paid or relapsed as herein provided. Such lien may be enforced by the Association in the manner provided by law with respect to liens upon real property. The Owner of said Lot at the time said assessment becomes due shall be personally liable for the expenses, costs, disbursements and attorney's fees which shall also be secured by said lien, including additional attorney's fees incurred on appeal. The Owner at the time such assessment is incurred shall also be personally liable for any deficiency remaining unpaid after any foreclosure sale. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common areas or abandonment of his Lot or any improvement thereon.

#### **4.09 – Subordination of the Lien to Mortgagees:**

The lien of the assessments provided for herein shall be inferior, junior, and subordinate to the lien of all mortgages and trust deeds now or hereafter placed upon said Property or any part thereof. The sale or transfer of any Lot which is subject to any mortgage or trust deed, pursuant to a decree of foreclosure under such mortgage or trust deed or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to amounts thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot and any improvements thereon from liability for any assessments thereafter becoming due or from the lien thereof.

#### **4.10 – Exempt Property:**

The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties expressly dedicated to and accepted by a local public authority; (b) any common areas not directly owned by a Lot Owner; and (c) all other properties owned by the Association.

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## **Article V – Residential Covenants**

#### **5.01 – Land and Building Types:**

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family dwelling, not to exceed two stories in height, excluding pony walls, as determined by the Architectural Control Committee. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool, or a shelter or port for the protection of such swimming pool provided that the location of such is in conformity with the applicable municipal regulations, and is compatible in design and decoration with the Residence constructed on such Lot, and has been approved by the Architectural Control Committee.

The foregoing provisions shall not be deemed to prohibit the construction of a Residence on a Lot in accordance with this Declaration nor the storage, during the course of construction, of construction materials and equipment on said Lot as may be necessary for such construction in the Subdivision under

such circumstances and for such periods of time as may be deemed reasonable by the Architectural Control Committee.

#### **5.02 – Residence Size:**

The total living area of any one level Residence exclusive of open porches and garage shall not be less than 1800 square feet, as measured by the Architectural Control Committee.

In the case of a two story, multi-level, split entry, split foyer or daylight basement home, the total square footage shall not be less than 2200 square feet, exclusive of open porches and garages. The Architectural Control Committee, upon receiving written application, may at its discretion, waive any violation of this provision, which the Committee finds to have been inadvertent.

#### **5.03 – Building Setbacks:**

Front setback shall be 18 feet to the face of the garage, 10 feet to the face of the main structure.

Rear setback shall be 10 feet.

Side and street side setback shall be: 5 feet if house is 20 feet or less in height.

7 feet if house is between 20 feet and 30 feet in height.

9 feet if house is over 30 feet in height.

The Architectural Control Committee, upon application from a Member, may waive, in its discretion any violation of this section, which it finds to have been inadvertent, provided the same would not constitute a violation of applicable law.

#### **5.04 – Easements:**

Easements for the installation and maintenance of utilities and drainage, and irrigation facilities are reserved, as shown on the recorded plat. Within these easements no structure, fence, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of such utilities, or which may change the direction or flow of water through drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except those improvements for which a public authority or utility company is responsible.

#### **5.05 – Temporary Structure or Moving of Residences:**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, whether temporarily or permanently. No residences shall be moved onto any Lot from another location. No manufactured homes or move-in housing will be allowed on any Lot.

#### **5.06 – Fences:**

Each Lot Owner is responsible for fences on their respective Lot. Maintenance of shared fences shall be the responsibility of Lot Owners who share said fence between their properties.

The Architectural Control Committee must preapprove all fences. No fence shall exceed six (6) feet in height from the finished Lot grade on the lowest side. Trees, shrubs, and sprinkler systems shall be planted/installed in a way as not to encroach or cause damage to any shared fencing, which would decrease the normal life of the fence. To protect and preserve fencing, a protective barrier that is

moisture resistant must be used between any dirt and/or debris contacting the fence. In no event shall side yard fences project beyond the front walls of any Residence or other dwelling or any garage, except as allowed by the Architectural Control Committee. Chain link fencing is prohibited. The use of metal fence posts is acceptable as long as they are hidden by wood on the front and back of the post in order to conceal the metal post. All wood fencing shall match current design, be of good neighbor, or equivalent. The Architectural Control Committee must approve all other types of fencing. All fences that are treated must be treated with earth toned semi-transparent or solid stain. The color must be earth tones (On file with CEHOA) otherwise approved by the Architectural Control Committee. Front yard fences are not allowed.

#### **5.07 – Offensive Activity:**

No noxious or offensive activity shall be carried out upon any Lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood. No portion of the property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other conditions that will disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No outside burning of wood, leaves, trash, garbage, or household refuse is permitted within or upon the property. Wood burning fireplaces and/or stoves are not allowed unless it is the only heat source. Fire pits are allowed only when fueled by natural gas or propane.

#### **5.08 – Business and Commercial Uses:**

No trades, crafts, businesses, professions or commercial or similar activity of any kind shall be conducted on any Lot, except as allowed by applicable law and duly constituted governmental authorities, nor shall any goods, equipment, vehicles, materials or supplies used in connection with any trade service or business be kept or stored on any Lot excepting the right of any homebuilder to construct Residences on any Lot, to store construction equipment and materials on said Lots in the normal course of said construction in the Subdivision. This provision shall not be construed to prevent or prohibit an Owner from maintaining professional telephone calls, or conferring with business or professional associates, clients, or customers in the Owner's home.

#### **5.09 – Signs:**

No sign of any kind shall be displayed to the public view on any Lot or improvement, except professionally made signs of not more than six (6) square feet advertising the property for sale. This restriction shall also prohibit the temporary placement of political signs greater than four (4) square feet on any Lot by the Owner.

#### **5.10 – Parking:**

Parking of boats, trailers, RVs/mountable campers, and similar equipment will not be allowed on any part of any Lot or on public ways adjacent thereto, except on an occasional basis for loading and unloading, consistent with guidelines the Architectural Control Committee may from time to time adopt. However, such parking shall be allowed within the confines of an enclosed garage or behind a screening fence or shrubbery, which shall in no event project beyond the front walls of any Residence or other dwelling or any garage. No Owner shall permit any vehicle, which is in a state of disrepair or abandoned to remain parked upon any Lot or on the common areas for a period in excess of eight (8) hours. No vehicle is allowed to park in a driveway for an extended period if any part of that vehicle and/or its attachments extend over/onto the sidewalk except for service or emergency vehicles. Other than emergency vehicles,

no vehicle is allowed to park on any street in our development, as all streets are marked “No Parking-Fire Lane.”

**5.11 – Animals:**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and are reasonably controlled so as not to be a nuisance. Dogs must be confined to a leash held by a responsible person when outside, unless confined to a private yard area.

**5.12 – Trash or Rubbish:**

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Yard rakings and dirt resulting from landscaping work shall not be dumped onto streets or on any Lot. All containers used for trash or recycling pick up shall be removed from curbside within twenty-four (24) hours of pick up.

**5.13 – Exterior Lighting:**

The Architectural Control Committee must approve all exterior lights.

**5.14 – Firearms:**

The discharge of firearms within the Property is prohibited. The term “firearms” includes BB guns, pellet guns, and other firearms of all types, regardless of size.

**5.15 – Construction Completion:**

Construction of any Residence shall be completed, including exterior decoration, within nine (9) months from the date of the start of such construction. All Lots shall, prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds, debris and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.

**5.16 – Landscape Completion:**

All front yard landscaping must be completed within nine (9) months from the date of occupancy. Back and side yards must be completed within one (1) year of occupancy.

**5.17 (a) – Antennas and Service Facilities:**

Exterior antennas shall not be permitted to be placed upon the roof of any structure or on any Lots. No CB or short wave radio antennas of any kind are permitted. Satellite dishes and laser dishes less than two (2) feet in diameter will be accepted subject to review by the Architectural Control Committee.

**5.17 (b) – Utilities:**

No outdoor overhead wire, service drop or other facility for the distribution of electric energy or for telecommunication purposes, nor any tower, pole or other structure supporting outdoor overhead wires shall be erected, placed, or maintained within the Property. All Owners of Lots, their heirs, successors and assigns shall use underground service wires to connect to their premises and the structure built

thereon to the underground electric, telephone utility or cable television facilities provided, except as mandated by local jurisdictions or public utility companies.

#### **5.18 – Water:**

No individual water supply system shall be permitted on any Lot.

#### **5.19 – Exterior Finish:**

The exterior of all construction on any Lot shall be designed, built, and maintained in such a manner as to blend in with the natural surroundings, existing structures and landscaping in the Subdivision. The Architectural Control Committee will establish guidelines to regulate the color of building exteriors.

##### **5.19 (a) – House & Outbuilding Color:**

Unless otherwise approved by the Architectural Control Committee, exterior colors must be in earth-tone muted hues or white only are acceptable. The color combination for the body and trim of a dwelling may not be repeated by any adjacent dwelling (side by side or in front of dwelling). By definition, muted is another word for grayed, dulled, or desaturated. It refers to color that has a low saturation or chroma. The opposite of a muted color is a vivid color. Acceptable color palette on file with CEHOA.

##### **5.19 (b) – Accessory Outbuildings:**

All accessory outbuilding must be of no more than one level, be compatible to the dwelling, and maintained in good repair.

##### **5.19 (c) – Fireplaces:**

Any “0” clearance fireplaces must be enclosed in a wood chase. Fireplaces and chimneys in the front or on the street side of a house must be brick or stone. If chimneys extend above the overhang of the house, the chimney must be brick or stone. All structures will have a minimum of 30% brick or stone on the front elevation of the house. “Z” Brick or stamped concrete are not considered brick or stone veneer.

Any synthetic stucco to be used in lieu of the brick or stone veneer requirement, must be approved by the Architectural Control Committee and submitted for approval prior to installation with a colored front elevation showing in detail all trim, corbels, banding and detail, etc.

#### **5.20 – Exterior Materials:**

Exterior materials must be approved for use by the Architectural Control Committee in accordance with the provisions of Article V, [Section 5.19](#) herein, and in accordance with the provisions appearing in the Real Estate contract for the purchase of Lots in this Subdivision. Roofing materials must be thirty (30) year laminated composition roofing, equivalent, or better. Roofing colors must be earth tones and compatible to the dwelling. No manufactured wood roofs or metal roofs are permitted. The Architectural Control Committee may permit other man-made roofing products subject to approval. Window casings must be wood or vinyl. Exterior siding shall be cedar, Hardee Plank or other cementitious products, or decorative siding approved by the Architectural Control Committee. T1-11 plywood siding will not be permitted. All homes are to be double-wall construction. Minimum roof pitch is to be no less than five-twelve (5:12). When placed in the front yard, the Architectural Control Committee must approve of any artwork, flags, or fountains/bubblers taller than 3 1/2 feet.

#### **5.21 – Trees, Vegetation, and Landscape Maintenance:**



Each Lot Owner or Resident is responsible for trees, vegetation, and landscape maintenance on their respective Lot. All Lots shall be kept in a neat and orderly condition in order to maintain property values and not create a nuisance and/or unsightly appearances. Front lawns must be kept watered, unless watering restrictions are in effect, mown at regular intervals and free of weeds. Front yards with stones instead of grass must be kept free of weeds and debris.

Sidewalks and driveways must be kept swept or blown. Power washing is encouraged to keep concrete clean, and is best done in conjunction with neighbors in order to avoid washing silt in front of others' homes. Where streets are private and not maintained by the city, those streets must be swept or blown so that minimal debris goes into the catch basins. This is the responsibility of each Lot Owner or Resident bordering that section of the street. Homeowners or Residents whose property is adjacent to NE 126<sup>th</sup> and/or NE 12<sup>th</sup> Way are asked to help with maintaining the HOA common ground that is the narrow strip of dirt opposite their property and bordering the fence on those streets in order to keep those areas free of weeds and debris.

The Homeowner or Resident shall maintain any trees or other vegetation on their lots. Hedges and arborvitae must be kept trimmed to a maximum height of eight (8) feet. No hedges are allowed parallel to sidewalk in front of homes.

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## **Article VI – Architectural Control Committee**

### **6.01 – Membership, Appointment, and Removal:**

The Architectural Control Committee, hereinafter referred to as the Committee, shall consist of as many persons, but not less than three (3), as the Homeowner's Association or Board of Directors may from time to time appoint. Dismissal of a Committee member requires a majority vote of the Board. The Homeowner's Association shall keep on file at its principal office a list of names and addresses of the members of the Committee. No member of the Committee however created or constituted, shall receive any compensation from the Association, or make any charge for his or her services.

### **6.02 – Procedures:**

Any exterior part of a residence, including any building, garage or other structure, including swimming pools, driveway, animal runs, and/or storage units shall not be commenced, erected, placed or altered on any Lot until the construction plans and specifications, plot plan, and a plan showing the nature, location of the same on the particular building site, have been submitted by the Homeowner to the Architectural Control Committee and approved in writing by that Committee. All plans and specifications for approval by the Architectural Control Committee must be submitted at least 15 days prior to the proposed construction start date. A signed letter will be sent out to the Homeowner submitting the request, approving or disapproving the plans submitted.

### **6.03 – Action:**

Except as otherwise provided herein, no one member of the Architectural Control Committee shall have power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

#### **6.04 – Liability:**

Neither the Architectural Control Committee, nor any member thereof shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any action or failure to act by the Committee or a member thereof, provided that the member has in accordance with actual knowledge possessed by him or her, acted in good faith.

#### **6.05 – Approval of Plans by the Architectural Control Committee:**

All determinations by the Architectural Control Committee require a majority vote of that Committee. In the event the Architectural Control Committee fails to approve or disapprove plans and specifications within fifteen (15) working days after such complete plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction contemplated by such plans and specifications has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with, but all plans must adhere to these covenants of record. The Architectural Control Committee will keep one complete set of plans until the dwelling, building, construction, or changes have been completed and have received final approval from the city or county if applicable.

#### **6.06 – Architectural Control Committee Decisions:**

The Committee may at its sole discretion, withhold consent to any proposed work if the Committee finds that the proposed work would be inappropriate for the particular Lot or incompatible with the design standards of the Subdivision. Considerations such as setting, shape, size, color, design, height, impairment of the view from other Lots within this Subdivision or other effects on the enjoyment or other factors which the Committee reasonably believes to be relevant, may be taken into account by the Committee in determining whether or not to consent to any proposed work. Any view Lots could require special approval when the dwelling could block views of other Lots.

#### **6.07 – Construction by Declarant:**

#### **6.08 – Effective Period of Consent:**

The Committee's consent to any proposed work shall automatically be revoked one year after issuance, unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the Committee.

#### **6.09 – Limitation of Liability of Declarant:**

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### **Article VII – Enforcement**

#### **7.01 – Enforcement of Covenants:**

In the event any Owner shall violate any provision of this Declaration, the Bylaws of this Association or other rules adopted by the Association, then the Association, acting through its Board of Directors shall notify the Owner in writing that the violations or nuisance exist and that the Owner is responsible for them and may (a) notify the Owner in writing that his voting rights are suspended and that the duration of such suspension shall continue for the period that the violations or nuisances remain unabated, or (b) impose fines upon the Owner of \$100 per day with a maximum fine of \$1000 per year; (c) enter the offending Lot and remove the cause of such violation, or alter, repair or change the item which is in

violation of these Covenants in such a manner as to make it conform thereto, in which case the Association may assess such Owner for the entire cost of the work done, which amounts shall immediately be payable to the Association, or (d) bring suit or action against the Owner on behalf of the Association and other Owners to enforce these Covenants, or may do any of the above in conjunction with each other. Such fines shall be paid to the Association and deposited into the specific fund of Phase 1 or Phase 2 from which it was generated.

#### **7.02 – Interest, Expenses, and Attorney’s Fees:**

Any amount not paid to the Association when due in accordance with this Declaration shall bear interest from the due date until paid at a rate twelve (12) percent per annum or at a rate per annum which the Members shall establish at each such annual meeting to be in effect until the next such annual meeting, but if no rate is so established by the Members, then the rate shall be twelve (12) percent per annum. In the event the Association shall bring any suit or action to enforce this Declaration, to collect any money due it, or to foreclose a lien, the prevailing party shall be entitled to recover all costs and expenses incurred by that party in connection with such suit or action, including a foreclosure title report and such amount as the court may determine to be reasonable as attorney’s fees at trial and upon any appeal thereof.

#### **7.03 – Non-exclusiveness and Accumulation or Remedies:**

An election by the Association to pursue any remedy provided for violation of the Declaration shall not prevent concurrent or subsequent exercise of any remedy provided under this Declaration. The remedies provided in this Declaration are not exclusive but shall be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable laws.

#### **7.04 – Effect of Breach:**

The breach of any of the covenants, conditions, or restrictions of the Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lot or Lots or portions of Lots. But these covenants, conditions and restrictions shall be binding upon and effective against any such mortgagee or trustee or Owner thereof, whose title thereto is or was acquired by foreclosure, trustee’s sale or otherwise.

#### **7.05 – Delay:**

No delay or omission on the part of the Declarant or the Owners of other Lots in the property in exercising any rights, power or remedy, herein provided, in the event of any breach of the covenants, conditions or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein, and no right of action shall accrue or shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of the failure to bring any action on account of any breach of these covenants, conditions or restrictions, or for imposing restrictions herein which may be unenforceable by the Declarant.

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### **Article VIII – General Provisions**

#### **8.01 – Right to Enforce:**

The Association, or any Member, or owner of any recorded mortgage or trust deed on any part of the Property shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and changes now or hereafter imposed by the provisions of this

Declaration. Failure by the Association or any Member to enforce any covenant or restriction shall not be deemed a waiver of the right to do so thereafter.

In the event of any violation of any of the provisions of this Declaration, any person or persons owning real property within the plat may at their option, exercise the right to enforce these covenants by prosecuting any proceeding at law or in equity necessary to prevent the violation or to recover damages sustained by reason of such violation. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action successfully prosecuted to abate or recover damages for a violation of the provisions of this Declaration, the prevailing party shall be entitled to recover all costs, including reasonable attorney fees, incurred in such enforcement.

#### **8.02 – Severability:**

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

#### **8.03 – Duration:**

The covenants and restrictions of 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 Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date appearing on this Declaration, after which time said covenants shall be automatically extended for successive periods of ten (10) years each.

#### **8.04 – Term and Amendment:**

These covenants and restrictions shall run with and bind all the property within this Subdivision for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration or parts hereof can be terminated, revoked, or amended only by duly recording an instrument which contains the amendment or the order of revocation or termination and which is signed by the owners of seventy-five (75) percent of the platted Lots. After seventy-five (75) percent of Lots have been sold, any of the covenants and restrictions of this Declaration, except the easements herein granted, may be amended by an instrument signed by Members entitled to cast not less than seventy-five (75) percent of the votes of all members. Easements herein granted and reserved shall not be amended except by instrument signed and acknowledged by one hundred (100) percent of the Owners of the property concerned, and by the Architectural Control Committee. All such amendments must be recorded in the appropriate Deed Records of Clark County, Washington to be effective.

#### **8.05 – No Right of Reversion:**

Nothing in this Declaration, or in any form of deed which may be used by Declarant, or its successors and assigns, in selling said Property, or any part thereof, shall be deemed to vest or reserve in Declarant or the Association any right or reversion or reentry for breach or violation of any one or more of the provisions hereof.

#### **8.06 – Right of Mortgagees Relating to Maintenance:**

The record holder of any mortgage or deed of trust on any Lot, who becomes the record owner of such Lot through foreclosure, judicial sale, Deed in Lieu of Foreclosure, or any other legal means, shall be

considered an Owner for purposes of these covenants and shall have all rights and obligations of other Owners thereunder.

**8.07 – Loss of Property:**

In order to protect and preserve the appearance and value of all properties in Crown Estates, each Owner is required to repair or rebuild their Residence, or any part thereof, within one year after any loss or damage to it.

**8.08 – No Waiver:**

Provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by Declarant, the Association and the Owner or Owners of any portion of the Property, and their heirs and assigns, and each of their legal representatives; and failure by Declarant or by the Association or by any of the Members of their legal representatives, heirs, successors or assigns, to enforce any such conditions, restrictions or charges shall in no event be deemed a waiver of the right to do so.

**8.09 – Assignment, Delegation of Declarant's Rights:**

Declarant hereby appoints Quality Homes, Inc., a Washington Corporation, Declarant's agent for the exercise of Declarant's rights and powers thereunder and for the enforcement of these covenants. Any or all rights, powers and reservations of Declarant herein contained may be assigned to the Association or to any other corporation or association which is now organized or which may hereafter be organized and will assume the duties of Declarant thereunder pertaining to the particular rights, powers and reservations assigned; and upon such corporation or association evidencing its intent in writing to accept such assignment and assume such duties it shall to the extent of such assignment have the same rights and powers to be subject to the same obligations and duties as are given to and assumed by Declarant herein.

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### Certification:

The undersigned President and Secretary of Crown Estates Homeowners Association hereby certify that the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Crown Estates (2021) approved on October 1, 2021 were approved in accordance with [Section 8.04](#) of the 2018 Amended CC&Rs.

### Crown Estates Homeowners Association

By: Beth M. Gravelly  
President

By: Brenda P. Meigs  
Secretary

### Notarization

Subscribed and sworn to before me this date 18th of October, 2021

Notary public signature Lori L. Klein

Residing at Clark Co.

My commission expires 9-19-22



Crown Estates Homeowners Association

Vancouver, Washington

10/8/2021

Regarding: CEHOA September 2021 Voting Ballots - changes to the CC&Rs and Bylaws

I John R matson, have reviewed the September 2021 voting ballots for signatures of homeowners, witness, and dates. I have also, compared the twenty-two ballot results with the tally sheet, and found it to be accurately reflecting the results of the ballots.

Third Party Signature:

John R matson

Date: 10-8-2021

Beth M. Gravley, President

Beth M Gravley

Date: 10/8/2021

**Notarization**

Subscribed and sworn to before me this date 8<sup>th</sup> of OCTOBER, 2021

Notary public signature

E. Rasmussen

For the state of

Washington

Residing at

CLARK county

My commission expires

5-11-2023





### **Amendments, additions, deletions:**

CCR 4390474 amendments approved on March 28, 2015, and were filed/amended on April 6, 2015, 5160922 CCRAMD.

CCRAMD 5160922 amendments approved on January 13, 2018, and were filed/amended on January 18, 2018, 5479870 CCRAMD.

CCRAMD 5479870 amendments approved on October 1, 2021, and were filed/amended and restated on October 22, 2021, 5979318 CCRAMD.

- 3.03 – Deleted 04/06/2015.
- 3.04 – Amended 04/06/2015.
- 4.01 – Amended 04/06/2015.
- 4.02 – Amended 04/06/2015, 10/22/2021.
- 4.03 – Deleted 04/06/2015; reinstated 10/22/2021.
- 4.04 – Amended 04/06/2015, 01/18/2018, 10/22/2021.
- 4.05 – Amended 04/06/2015.
- 4.06 – Amended 04/06/2015, 01/18/2018.
- 4.10 – Amended 04/06/2015.
- 5.01 – Amended 04/06/2015.
- 5.06 – Amended 03/28/2015, 01/18/2018, 10/22/2021.
- 5.07 – Amended 03/28/2015, 01/18/2018.
- 5.08 – Amended 03/28/2015.
- 5.09 – Amended 03/28/2015.
- 5.10 – Amended 01/18/2018, 10/22/2021.
- 5.12 – Amended 03/28/2015.
- 5.15 – Amended 03/28/2015.
- 5.19 – Amended 01/18/2018, 10/22/2021.
- 5.19 (a) – Added 10/22/2021.
- 5.19 (b) – Added 10/22/2021.
- 5.19 (c) – Added 10/22/2021.
- 5.20 – Amended 01/18/2018, 10/22/2021.
- 5.21 – Amended 03/28/2015, 01/18/2018, 10/22/2021.
- 6.01 – Amended 03/28/2015, 01/18/2018.
- 6.02 – Amended 03/28/2015, 01/18/2018.
- 6.03 – Amended 03/28/2015.
- 6.05 – Amended 03/28/2015, 01/18/2018.
- 6.06 – Amended 03/28/2015.
- 6.07 – Deleted 03/28/2015.
- 6.09 – Deleted 03/28/2015.
- 7.01 – Amended 03/28/2015.
- 7.02 – Amended 01/18/2018.
- 8.01 – Amended 03/28/2015.
- 8.04 – Amended 03/28/2015.
- 8.07 – Amended 01/18/2018.
- 8.09 – Amended 03/28/2015.

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**CROWN ESTATES  
HOMEOWNERS ASSOCIATION**

***BYLAWS***

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## **Amended and Restated Bylaws for Crown Estates**

Crown Estates Homeowners Association makes this 2021 Amended and Restated Bylaws for Crown Estates ("the 2021 Bylaws") this 14<sup>th</sup> day of July, 2021.

### **Recitals**

WHEREAS, on March 15, 2015, Bylaws for Crown Estates Homeowners Association, was accepted by the membership affecting Crown Estates Ph 1 and 2.

WHEREAS, the Original Bylaws were Amended and Restated in its entirety October 28, 2017 when a vote took place in accordance with 9.1 – Amending Bylaws.

WHEREAS, the Amended and Restated Bylaws of October 28, 2017 were Amended and Restated in its entirety January 13, 2018 when a vote took place in accordance with 9.1 – Amending Bylaws.

WHEREAS, the Amended and Restated Bylaws of January 13, 2018 were Amended, section 6.1, October 28, 2020 and April 21, 2021 when a vote took place in accordance with 9.1 – Amending Bylaws.

WHEREAS, the Amended and Restated Bylaws of January 13, 2018 along with Amended 6.1 of October 28, 2020 and April 21, 2021 were Amended and Restated in its entirety July 14, 2021 when a vote took place in accordance with 9.1 – Amending Bylaws.

## **BYLAWS**

As amended October 28, 2017, January 13, 2018, October 28, 2020, April 21, 2021, and July 14, 2021.

### **Article I – Officers**

#### **1.1 – Executive Officers:**

The executive officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. These officers shall hold office for two (2) years, and the Board of Directors shall elect them. They must be a homeowner of the Association, in good standing, and shall take office at the end of the fiscal year. Dismissal of any Officer shall require a majority vote from the remaining Board of Directors whenever, in their judgement, the best interests of the HOA will be served.

#### **1.2 – President:**

Subject to the direction of the Board of Directors, the President shall be the chief executive officer of the Association, and shall perform such other duties as from time to time may be assigned to him/her by the Board. The President shall be ex officio, a member of all committees.

#### **1.3 – Vice President:**

The Vice President shall have such power and perform such duties as may be assigned to him/her by the Board of Directors or the President. In case of the absence or disability of the President, the Vice President shall perform the duties of that office.

#### **1.4 – Secretary:**

The Secretary shall keep the minutes of all proceedings of the Board of Directors and all committees and the minutes of the members' meetings in books provided for that purpose. He/she shall have custody of any corporate seal, and such books and papers as the Board may direct. He/she shall perform, in general, all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President; and he/she shall also perform such other duties as may be assigned to him/her by the President or by the Board.

#### **1.5 – Treasurer:**

The Treasurer shall have custody of all receipts, disbursements, funds, and securities of the Association and shall perform all duties incident to the office of the Treasurer, subject to the control of the Board of Directors and the President. He/she shall perform such other duties as may from time to time be assigned to him/her by the Board of Directors or the President.

#### **1.6 – Subordinate Officers:**

The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, the President of the Board may prescribe who shall hold office during the pleasure of the Board, and shall have such authority and perform such duties as from time to time.

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## **Article II – Board of Directors**

### **2.1 – Number of Members:**

The business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three (3), nor more than seven (7) members. Officers of the Association shall be ex officio members of the Board, and the Association's members at the annual meeting may elect three (3) additional Homeowners.

### **2.2 – Executive Committee:**

The Board of Directors may elect from their number an executive committee consisting of not less than three (3) members of the Board, which committee shall have all the powers of the Board of Directors between meetings, regular or special. The President of the Association shall be a member of and shall be chair of the executive committee.

### **2.3 – Regular Meetings:**

The Board shall meet for the transaction of business at such place as may be designated from time to time.

### **2.4 – Special Meetings:**

Special meetings of the Board of Directors may be called by the President or by a majority of the Board at any time or place, provided reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

### **2.5 – Quorum:**

The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Board for the time being in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice until the quorum be at hand. The act of a majority of Directors at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

### **2.6 – Annual Report:**

The Board of Directors, after the close of the fiscal year, shall submit to the members of the Association a report as to the condition of the Association and its property, and shall also submit an account of the financial transactions of the past year.

### **2.7 – Vacancies:**

Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote to select a member of the Association to serve the unexpired term of the vacancy.

### **2.8 – Term of Office:**

The Board of Directors shall consist of three to seven members as set forth in paragraph 2.1. Board members shall serve a period of two years. Dismissal of any Board Member shall require a majority vote

from the remaining Board of Directors whenever, in their judgement, the best interests of the HOA will be served.

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## **Article III – Meetings of Members**

### **3.1 – Annual Meetings:**

There shall be an annual meeting of the members of the Association at such place as may be designated during the month of January for the transaction of such business as may come before the meeting. Written notice of the time and location of such meeting shall be given to each member of record by email or ordinary mail at least ten (10) days prior to said meeting.

### **3.2 – Special Meetings:**

Special meetings of the members shall be held whenever called by the Board of Directors or by the holders of at least five (5) memberships. Notice of each special meeting, stating the time, place and, in general terms, the purpose or purposes thereof, shall be sent by email or ordinary mail to the last known address of all members at least ten (10) days prior to the meeting.

### **3.3 – Proxy:**

Each member may cast one vote, in person, by proxy, by email, or by absentee ballot, for each Lot owned by that particular member. When more than one person holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

### **3.4 – Quorum:**

A presence of thirty-four percent (34%) of members of the Association shall constitute a quorum at any meeting of the members, whether present in person or by proxy, and the majority of such quorum shall decide any issue that may come before the meeting except changes to the CC&Rs, Article VIII, [Section 8.04](#) and Bylaws, Article IX, [Section 9.1](#).

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## **Article IV – Membership**

### **4.1 – Qualifications:**

Every person or entity, who is an owner of record of any Lot, which is subject by covenants of record to assessment by the Association, shall be a member of the Association. Where two or more persons are joint owners of real property, both shall be members but one and only one shall have voting privileges as they among themselves determine. Where two or more persons are stockholders in a corporation owning real property in Crown Estates, one and only one shall become a member and only that person shall have voting privileges. No owner shall have more than one membership unless that person or persons own more than one lot, and only members shall be entitled to vote. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, by the Association.

#### **4.2 – Members:**

A member shall have no vested right, interest, or privilege of, in or to the assets, functions, affairs or franchises of the Association, or any right, interest, or privilege which may be transferrable or inheritable, or which shall continue after his/her membership ceases, or while he/she is not in good standing.

#### **4.3 – Manner of Admission:**

Any person or entity that becomes a record owner of any Lot (excluding holders of security interest only) or becomes a purchaser under a real estate contract for any Lot shall automatically become a member. It shall be the duty of such member forthwith to advise the Secretary of the Association in writing of the member's name and address.

#### **4.4 – Annual Dues:**

Every member shall be required to pay annual dues, in the amount established by the Board of Directors, or by the members, from year to year.

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### **Article V – Damage or Loss of Property**

#### **5.1 – Liability:**

Any Officer, or the Board of Directors or a member thereof, through unintentional or unintended acts, decisions, or lack thereof, shall not be liable or responsible for destruction or loss of, or damage to, property of any member, or guest of any member, or visitor, or any other person.

#### **5.2 – Damage:**

Any damage to streets, sidewalks, lighting, fencing, easements, right-of-way, or any other property located within Crown Estates HOA or its property boundaries, by anyone, resident or not, may be considered malicious mischief pursuant to [RCW 9A.48](#) and shall be the responsibility of the party and/or parties causing such damage. Repairs and/or reconstruction of any damaged items or areas must be repaired within a maximum of 90 days or immediately if the damage impedes ingress and/or egress or is a safety hazard. A written request for an extension may be made to the Board of Directors within the 90-day period but must be granted approval by that Board to be valid. Any repairs must be made to meet or exceed the condition of property prior to the damage, must be within our CC&Rs guidelines, must meet the approval of the Board of Directors, and must meet any City, County, and/or State codes where applicable.

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### **Article VI – Maintenance Charges**

#### **6.1 – Annual Assessment:**

The Board of Directors shall propose a Budget for the annual assessment amount, or dues, as provided for in Article VI, Section 6.1 of the Bylaws for Crown Estates at the last Board meeting of the year. This budget will then be presented at the Annual meeting and will be considered ratified unless rejected by a majority of all Homeowners, whether or not a quorum is present. If rejected, then the last annual assessment, or dues, then in effect will continue until a subsequent budget proposed by the Board is approved. Thereafter, the Board of Directors shall send a statement of dues to each member at the



member's last registered address with the Association or by email (unless USPS delivery is requested). Assessments, or dues, shall be due and payable on February 1. Assessments that are not paid by March 31, shall then be delinquent. There shall be added to all delinquent assessments a late charge equal to 1/12th of the assessment amount for each month or portion of a month during which the assessment remains unpaid. In no event shall the Association accept partial payments unless approved by the Board of Directors. If an assessment, together with late charges, remains unpaid as of May 31, then the Secretary or the Treasurer of the Association shall file a notice of its lien in accordance with Article VI, [Section 6.5](#) of the Bylaws and Article IV, [Sections 4.01](#) and [4.08](#) of the Covenants, Conditions and Restrictions for Crown Estates. The lien shall be released only upon payment of the original amount of the Assessment, together with attorney and filing fees, and all accrued and unpaid late charges. Monthly late fees shall not be prorated.

### **6.2 – Annual Assessment Adjustments:**

The annual charge may be adjusted from year to year by the Board of Directors as the needs of the Association, in its judgment, may require, but in no event shall an increase in any year exceed 20% of the existing annual maintenance charge without the approval of two-thirds (2/3) of members voting in person or by proxy at the Annual Meeting or specific meeting called for that purpose. Provided, however, that notice be given to all members of the Association not less than 30 days nor more than 60 days in advance of the meeting stating the time, location, and purpose of such meeting.

### **6.3 – The Maintenance Fund:**

Because of the innate differences of Phase 1 and Phase 2, whereby maintenance of streets, curbs/gutters, lighting, water drainage, etc. in Phase 2 are private rather than public as in Phase 1, annual dues will be different for Lots in each Phase. Additionally, maintenance funds related to each Phase shall require the assent of fifty-one (51%) of the votes of Members of the Phase or Phases affected who are voting in person, by proxy, or email. All monies collected from Phase 1 Members shall be kept in a separate account, and all monies collected from Phase 2 Members shall also be kept in a separate account. These funds shall be disbursed separately, according to any and all costs associated within that specific Phase. Any and all costs that are contributable for the benefit and/or need of both Phase 1 and Phase 2 collectively will be disbursed jointly according to the number of Lots in each of Phase 1 and Phase 2.

The Maintenance Fund may be used for:

- (a) Landscaping, lighting, improving and maintaining streets, curbs/gutters, and dedicated rights of way areas maintained for the general use of the owners and occupants of the land included in Crown Estates Phase 2 that are not or will not be under the direct supervision of the city, county, or state.
- (b) Operating and maintaining any storm water drains now or hereafter constructed in such subdivision that are not or will not be under the direct supervision of the city, county, or state.
- (c) Doing any other things necessary or desirable, in the opinion of the Board of Directors of the Association, to keep the property neat and in good order, to eliminate fire hazards, or which in the opinion of the Board of Directors may be of general benefit to the owners or occupants of land included in Crown Estates.
- (d) Funding administrative and legal costs of the Association.

#### **6.4 – Disbursement of Maintenance Funds:**

All disbursements of any Association funds shall be done by check, and shall require the signature of the Treasurer and also that of the President or of a Board Member.

#### **6.5 – Liens:**

The Association shall have a lien on any lot in Crown Estates to secure the payment of maintenance charges due, and the record owners of such Lots shall be personally liable for all charges incurred in collection of these charges including interest and any legal costs and fees.

#### **6.6 – Subordinate Liens:**

The Association may, in its discretion, subordinate in writing, for limited periods of time, the liens of the Association against any Lot or Lots for the benefit of better security of a mortgagee.

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### **Article VII – Notice**

#### **7.1 – Notices Given:**

Whenever, according to these Bylaws, a notice shall be required to be given to any member, it shall not be construed to mean personal notice, but such notice shall be given in writing by the depositing of same in the post office in a postpaid, sealed envelope addressed to such member at his/her address as the same appears on the books of the Association, and the time when such notice is mailed shall be the time of giving of such notice.

#### **7.2 – Waiver of Notice:**

The person entitled thereto may waive any notice required to be given by these Bylaws.

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### **Article VIII – Fiscal Year**

#### **8.1 – Fiscal Year:**

Fiscal year of the Association shall begin on the first day of January, and terminate on the thirty-first day of December of each year.

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### **Article IX – Amending Bylaws**

#### **9.1 – Amending Bylaws:**

These Bylaws may be amended by a vote of two-thirds of the people present at a meeting at which a quorum is present. Provided, however, that there must be notice to all members of the Crown Estates Homeowners Association, which notice shall provide to its members the purpose of the meeting and the items to be voted on.

## **Article X – Adoption**

### **10.1 – Date of Adoption:**

These Bylaws are duly adopted by the Association Incorporators, and the Association seal thereof affixed on March 10, 2015, and amended on October 28, 2017 and January 13, 2018.

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**Certification:**

The undersigned President and Secretary of Crown Estates Homeowners Association hereby certify that the Amended and Restated Bylaws for Crown Estates (2021) approved on July 14, 2021 were approved in accordance with [Article IX](#) of the 2018 Amended Bylaws.

**Crown Estates Homeowners Association**

By: Beth M. Gravelley  
President

By: Brenda P. Myers  
Secretary

**Notarization**

Subscribed and sworn to before me this date 18th of October, 2021

Notary public signature Lori L. Klein

Residing at Clark Co.

My commission expires 9-19-22



Crown Estates Homeowners Association

Vancouver, Washington

10/8/2021

Regarding: CEHOA September 2021 Voting Ballots - changes to the CC&Rs and Bylaws

I John R matson, have reviewed the September 2021 voting ballots for signatures of homeowners, witness, and dates. I have also, compared the twenty-two ballot results with the tally sheet, and found it to be accurately reflecting the results of the ballots.

Third Party Signature:

John R matson

Date: 10-8-2021

Beth M. Gravley, President

Beth M Gravley

Date: 10/8/2021

**Notarization**

Subscribed and sworn to before me this date 8<sup>th</sup> of OCTOBER, 2021

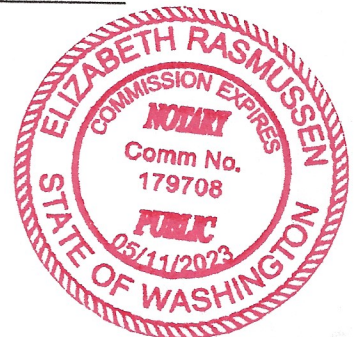
Notary public signature

E. Rasmussen

For the state of Washington

Residing at CLARK COUNTY

My commission expires 5-11-2023



### **Amendments, additions, deletions:**

Bylaws amended October 28, 2017, January 13, 2018, October 28, 2020, April 21, 2021, and July 14, 2021. July 14, 2021 changes confirmed by 78.6% of homeowners.

- 1.1 – Amended 10/28/2017.
- 2.1 – Amended 10/28/2017.
- 2.8 – Amended 10/28/2017.
- 3.3 – Amended 07/14/2021.
- 3.4 – Amended 01/13/2018.
- 4.1 – Amended 01/13/2018.
- 5.1 – Amended 01/13/2018.
- 5.2 – Added 01/13/2018.
- 6.1 – Amended 10/28/2017, 01/13/2018, 10/28/2020, 04/21/2021, 07/14/2021.
- 6.3 – Amended 07/14/2021.
- 10.1 – Amended 10/28/2017, 01/13/2018.

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