

**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 14th 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:

2021 Amended and Restated Bylaws
For Crown Estates Homeowners Association

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 8th 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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