

CRHOA Amended Bylaws

Dear Homeowners,

October 1, 2020

The Crystal Ridge Homeowners' Association Bylaws (the "Bylaws") were originally adopted in 1995 and amended in September 2019. This amendment addressed the sale of a portion of the entrance monument easement located at the intersection of Shaw Road and Crystal Ridge Drive.

The Board of Directors further amended the Bylaws effective on September 11, 2020.

This amendment, among other things, removes all references to the original developers (declarant) and changes the number of Board members to not less than three and no more than five. It also staggers the terms of office held by the Directors and limits the term of office to either two or three years. The State of Washington does not limit the number of terms a Director may hold office.

Please email the Board at board@crystalridgehoa.org if you have any questions.

Sincerely,

Your Board of Directors

Crystal Ridge Homeowners' Association of Puyallup

BYLAWS
OF
CRYSTAL RIDGE HOMEOWNERS' ASSOCIATION OF PUYALLUP

ARTICLE I

NAME AND LOCATION. The name of the corporation is Crystal Ridge Homeowners' Association of Puyallup, hereinafter referred to as the "Association." The principal office of the corporation is located in care of Vista Community Management ("Property Manager") at 1002 39th Ave SW #302 Puyallup WA 98373. The Association shall be a non-profit corporation formed under the provisions of RCW24.03.

ARTICLE II

MEETING OF MEMBERS

Section 1. Annual Meetings. Annual meetings of the Members shall be held each January on a day, time and location as determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given, by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) days, and not more than fifty (50) days, before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes entitled to be cast at the meeting shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without additional notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing signed by the Member, or his duly authorized attorney-in-fact, and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Proxies must be returned to the Property Manager on the Friday prior to the meeting no later than 5:00 PM in order to be included. Proxies and votes

submitted by mail will be opened and counted at the annual meeting of the members of the association.

Section 6: Voting. The Association shall have one class of voting membership:

Class A: Class A members shall be all Owners (exceptions the Owners of Lots described as exempt in the Declaration). Class A members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the majority determine, but in no event shall more than one (1) vote be cast with respect to any Lot, nor shall any vote be divided. When more than one person holds an interest in any Lot, all such persons shall unanimously designate (in a writing delivered to the secretary of the Association) one of the persons (owning an interest in the Lot) to vote (in person or by proxy) the vote for such lot.

If more than one (1) different vote on a matter is cast by co-owners of a particular lot, none of the votes cast for the lot shall be counted and the votes shall be deemed void; provided that the vote of the lot shall be counted for the purpose of constituting a quorum.

The voting rights of any Owner may be suspended as provided for either in the Declaration, or in the Articles, or in these Bylaws of the Association.

ARTICLE III

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. The affairs of this Association shall be managed by a Board of no less than three (3) nor more than five (5) directors who are Members of the Association.

Section 2. Term of Office. With the exception of elections in January 2021, directors shall be elected to serve staggered terms of three (3) years. In January 2021 two (2) directors shall be elected for two (2) year terms and two (2) directors shall be elected for three (3) year terms. Thereafter, if there are only three (3) Directors, not more than one (1) Director shall be elected in any given year and if there are more than three (3) Directors, not more than two (2) Directors shall be elected in any given year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 4. Compensation. No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for the director's actual expenses incurred in the performance of the director's duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting in which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Telephone Meetings. Members of the Board of Directors may participate in a meeting of the Board by means of a telephone, video, virtual or web conferencing or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such communications equipment means shall constitute presence in person at a meeting.

ARTICLE IV

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairperson and Vice-Chairperson, who shall both be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations must be made from among Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provision of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. The election for the Board of Directors may be conducted by mail.

ARTICLE V

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held, with notice to homeowners via the Association's website or via email to those owners that have provided an email address to the Association, at such place and hour as may be fixed from time to time by the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by a minimum of three (3) directors, after not less than three (3) days' notice to each director. The notice may be verbal or in writing.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, unless the act of a greater number is required by the Declaration, Articles of Incorporation, or these Bylaws.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Maintenance Areas, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and which are not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from the. three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(f) Approve the addition of real property into the Association, provided such additional property is subject to the same Covenants, Conditions and Restrictions that apply to similar property within the Association; AND approve the release of property from the Association and the Covenants, Conditions and Restrictions. However, such additions or deletions must also be approved by at least two-thirds (2/3) of the voting members of the Association., Notwithstanding the foregoing, no such two-thirds (2/3) requirement will be required for the Board to, by duly authorized resolution, approve the release of Association-owned easements by quitclaim deed to the City of Puyallup.

Section 2. Responsibilities: The Board of Directors shall have the power and responsibility to:

(a) Enforce the provisions of the Declaration and these Bylaws;

(b) Cause to be kept a record of all the Associations' acts and corporate affairs, including, but not limited to, corporate finances;

(c) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(d) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notices of each assessment to every Owner subject

thereto at least thirty (30) days in advance of each annual assessment period; and .

(3) Foreclose the lien against any property for which assessments or other charges are not paid within thirty (30) days after due date prior to bringing an action at law against the Owner personally obliged to pay the same.

(4) Take such action, as the Board deems appropriate, to collect any other funds owed to the Association by Association Members or by third parties, including recording and foreclosing any liens upon a Members for assessments or other charges due the Association.

(e) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(f) Obtain policies of insurance for Common Areas or Common Maintenance Areas if the Board deems appropriate;

(g) Obtain legal and accounting services if necessary, to the administration of Association affairs, administration of the Common Areas and Common Maintenance Areas, or the enforcement of the Declaration or these Bylaws;

(h) Pay, from Association funds, all costs of maintaining the Common Areas or Common Maintenance Areas;

(i) If necessary, maintain any Lot if such maintenance is reasonably necessary in the judgement of the Board to (1) protect Common Areas and Common Maintenance Areas, or (2) to preserve the appearance and value of the Properties or Lot. The Board may authorize such maintenance activities if the Owner or Owners of the Lot have failed to or refused to perform maintenance after written notice of the necessity of such maintenance has been delivered by the Board to the Owner or Owners of such Lot, provided that the Board shall levy a special assessment against the Owner or Owners of such Lot and the Lot for the cost of such maintenance. The Owner shall be given the period of time to perform maintenance following notice from the Board as is required by the Declaration or these Bylaws, or, in the absence of a provision stating a specific notice period, a reasonable time.

(j) The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire Properties or any part thereof which is claimed or may, in the opinion of the Board, constitute a lien against the Properties rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such liens, they shall be jointly and severally liable for the cost of discharging it and any costs or expenses, including reasonable attorneys' fees and costs of title search incurred by the Board by reason of such lien or liens, Such fees and costs shall be assessed against the Owner or Owners and the Lot responsible to the extent of their responsibility;

(1) This section 1(j) of Article VI shall not affect the right of any Owners, jointly and severally liable to the Association, to a right of contribution, from other Owners also jointly and severally liable under this Section 2(j), for sums paid to the Association under this Section 1(j).

- (k) Pay all utility charges attributable to Common Areas or Common Maintenance Areas;
- (l) Pay all costs deemed appropriate by the Board to ensure adequate security for the Lots and Common Areas and Common Maintenance Areas constituting the residential community created on the Properties;
- (m) Have the exclusive right to contract for goods, services, maintenance, and capital improvements provided, however, that such right of contract shall be subject to Association approval;
- (n) Improve the Common Areas and Common Maintenance Areas with capital improvements to such Common Areas and Common Maintenance Areas; provided that for those capital improvements exceeding \$10,000, the addition of such capital improvements to lie Common Areas and Common Maintenance Areas must be approved by two-thirds (2/3) of the Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose;
- (o) Enter any Lot or Residence, when reasonably necessary, in the event of emergencies or in connection with any maintenance, landscaping or construction for which the Board is responsible. Except in cases of emergencies, the Board, its agents or employees Shall attempt to give notice to the Owner or occupant of any Lot or Residence 24 hours prior to such entry. Such entry must be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at Association expense, if the entry was due to an emergency: (unless the emergency was caused by the Owner of the Lot entered, in which case the cost shall be specially assessed to the Lot and against the Owner of that Lot). If the repairs or maintenance activities were necessitated by the Owner's neglect of the Lot, the cost of such repair or maintenance activity shall be specially assessed to that Lot and against the Owner of the Lot. If the emergency or the need for maintenance or repair was caused by another Owner of another Lot, the cost thereof shall be specially assessed against the Owner of the Lot or against the other Lot.
- (p) Adopt and publish any rules and regulations governing the Members and their guests and establish penalties for any infraction thereof; .
- (q) Declare the office of a member of the Board to be vacant in the event that a member of the Board is absent from three (3) consecutive regular meetings of the Board;
- (r) Employ a manager, an independent contractor, or such other employees as the Board deems necessary and describe the duties of such employees;
- (s) Pay for all goods and services required for the proper functioning of the Common Areas and Common Maintenance Areas;
- (t) Impose annual and special assessments;
- (u) Open a bank account on behalf of the Association and designate the signatories required;
- (v) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions by these Bylaws, Articles of Incorporation, or the Declaration. The Board shall have all

powers and authority permitted to the Board under the Declaration and these Bylaws. However, nothing herein contained shall be construed to give the Board authority to conduct a business for profit on behalf of all the Owners or any of them.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors; a secretary and a treasurer, and such other officers as the Board may from, time to time, by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period. have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall approve payments and sign all legal documents and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of the President's absence, inability, or refusal to act. and shall exercise and discharge such other duties as may be required Vice President by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal, if any, of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer or the treasurer's authorized representative shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. and deliver a copy of each to the Members.

ARTICLE XIII

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declarations, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member by making an appointment with the Property Manager and viewing the records at Property Manager's office.

ARTICLE X

ASSESSMENTS

Section 1. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments and other charges (see Section 6, Article XVI of the Declaration) which are secured by a continuing lien upon the

Property against which the assessment or other charge is made. Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or other charge is not paid within thirty (30) days after the due date, the assessment or other charges shall bear interest from the date of delinquency at the rate of 12 percent (12) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment or other charges.

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas and Common Maintenance Areas or abandonment of the Owner's Lot. The personal liability of any Owner for delinquent assessments or other charges shall not pass to his or her successors in title unless expressly assumed by them. Liens for delinquent assessments and other charges shall be recorded in the office of the Pierce County Recorder.

Section 2. The assessments levied by the Association under Article VIII of the Declaration shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvements and maintenance of the Common Areas and Common Maintenance Areas (as provided in Article VII of the Declaration) and any other purpose authorized by the Declaration or state law.

ARTICLE XII
AMENDMENTS

Section 1. These Bylaws may be amended by a majority of the Board of Directors. The Members shall have concurrent power to amend the Bylaws at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year

ARTICLE XIII
DELEGATION OF USE


Any Owner may delegate his or her right of enjoyment of Common Areas and

Common Maintenance Areas to members of his or her family, or to his or her tenants. In the event an Owner rents or leases his Property. A copy of this Declaration, as well as any rules or regulations that may be adopted by the Association, shall be made available by the Owner to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing guests and service personnel of the contents of this Declaration, as well as any rules and regulations that may be adopted by the Association as they may relate to appropriate community behavior.

Each Owner personally, and the Owner's Lot , shall be responsible for any damages to any Common Areas or Common Maintenance Areas (or any other area maintained by the Association) or to any other Association property, whether real or personal, caused by an Owner's family. guest, tenant, agent, workman, contractor, or other licensee or invitee. The Association shall have a lien upon the Owner's Lot for the amount of the damages.

Section 1. The requirements and covenants contained in the Declaration are made to ensure that the Properties will be adequately administered.

ADOPTED BY A VOTE OF THE BOARD OF DIRECTORS WITH 6 in favor, 0 opposed and 0 abstained at a duly noticed meeting of the Board of Directors of the Crystal Ridge Homeowners' Association of Puyallup held on September 2, 2020.

By:  _____

Name: Mark Crawford

Title: President