



Crofton Townhomes Association

P.O. Box 533, Auburn, WA 98071-0533

Crofton Townhomes Association By-Laws

Table of Contents

Important Note:	1
ARTICLE I – Name and Location:	2
ARTICLE II - Definitions	2
ARTICLE III – Membership	3
ARTICLE IV - Property Rights: Rights of Enjoyment	4
ARTICLE V - Board of Trustees: Selection: Term of Office	5
ARTICLE VI - Meetings of Trustees	6
ARTICLE VII - Nomination and Election of Trustees	6
ARTICLE VIII - Powers and Duties of the Board of Trustees	7
Section 1. Powers. The Board of Trustees shall have the power to:	7
ARTICLE IX - Committees	8
ARTICLE X - Meetings of Members	9
ARTICLE XII – Assessments*	12
ARTICLE XIII - Books and Records	17
ARTICLE XIV - Corporate Seal	17
ARTICLE XV – Amendments	18
ARTICLE XVI – Miscellaneous	18

Important Note:

This working document reflects the content of the original recorded Declaration of Covenants, Conditions, and Restrictions and all recorded amendments. In the event of a conflict between this working document and the text from recorded documents, the recorded documents have control.

Original CC&Rs and By-Laws were scanned, turned into PDF and then converted to a Word document for formatting purposes and were finalized on March, 24, 2021. Document prepared by Grant Gingell, Sarah Gibboney, Virginia White and Damara Acosta.

Crofton Townhomes Association
By-Laws

ARTICLE I – Name and Location:

The name of the corporation is CROFTON TOWNHOMES INC., hereinafter called the "Association." The principal office of the corporation shall be located at 1220 South 356th Street Federal Way, Washington 98002, but meetings of members and Trustees may be held at such places within the State of Washington, County of King as may be designated by the Board of Trustees.

ARTICLE II - Definitions

Section 1. "Association" shall mean and refer to CROFTON TOWNHOMES, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Townhome", "Dwelling Unit", "Lot", "Common Area". The properties are zoned PRD (Planned Residential Development) and shall be used in compliance with regulations established by the City of Auburn with respect to such a district and the site plan for the properties heretofore approved by the Planning Commission and the City Council of the City of Auburn. The site plan contemplates the erection of eight (8) townhomes encompassing a total of thirty-five (35) dwelling units.

A "**Townhome**" means a building containing two or more dwelling units with each dwelling unit individually occupying an individually owned lot.

A "**Dwelling Unit**" means any portion of a townhome designed and intended for use and occupancy as a residence by a single family.

A "**Lot**" means any plot of land shown upon the recorded subdivision map of the properties with the exception of the Common Area. The recorded subdivision map of the properties shows thirty-five (35) of such lots.

Crofton Townhomes Association
By-Laws

A "**Common Area**" shall mean all the properties except the lots and any streets dedicated to public use. The Common Area is to be owned by the Association during the development period and thereafter, for the common use and enjoyment of the members of the Association.

A "**Limited Common Area**" are those portions of the Common Area reserved for the use of certain dwelling units to the exclusion of all other dwelling units.

Section 4. "**Member**" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "**Developer**" shall mean and refer to UNITED HOMES DIVISION OF NU-WEST PACIFIC, INC., a Washington corporation, its successors and assigns.

Section 7. "**Declaration**" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded or to be recorded in the office of the King County Auditor, and any recorded Amendments thereto.

Section 8. The term "Development Period" shall mean that period of time from the date of recording the Declaration until the date on which Seventy Five (75%) Percent of the lots have been sold by Developer or until such earlier date as may be agreed upon by the Federal Housing Authority or the Veterans Administration.

Section 9. The term "Mortgage" shall include a deed of trust.

ARTICLE III – Membership

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to

Crofton Townhomes Association
By-Laws

assessment by the Association, including contract sellers shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Association until such assessment has been paid. Such rights of a member may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for violation of any rules and regulations established by the Association governing the use of the common area and facilities.

ARTICLE IV - Property Rights: Rights of Enjoyment

Section 1. Each member shall be entitled to the use and enjoyment of the common area (except limited common areas) and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the common area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the names of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the member.

Section 2. Irrespective of the fact that Section 2(b) of Article V of the Declaration gives the Association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the common area, this right shall not be exercised as to members for a period of three (3) years from the date of the recordation of the Declaration and after this period, only upon written approval of two-thirds (2/3) of the entire membership.

Crofton Townhomes Association
By-Laws

ARTICLE V - Board of Trustees: Selection: Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) Trustees, who need not be members of the Association.

Section 2. Election. At the first annual meeting the members shall elect two (2) trustees for a term of one (1) year, and two (2) trustees for a term of two (2) years, and at each annual meeting thereafter the members shall elect trustees to replace the trustee or trustees whose term or terms expire at that meeting for terms of two (2) years each.

Section 3. Removal. Any trustee 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 trustee, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

Crofton Townhomes Association
By-Laws

ARTICLE VI - Meetings of Trustees

Section 1. Regular Meetings. Regular meetings of the Board of Trustees shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Trustees shall be held when called by the president of the Association, or by any two (2) trustees, after not less than three (3) days-notice of each trustee.

Section 3. Quorum. A majority of the number of trustees shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the trustees present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII - Nomination and Election of Trustees

Section 1. Nomination. Nomination for election to the Board of Trustees shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Trustees, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Trustees prior to each annual meeting of the members, to serve from 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 Trustees as it shall in its discretion determine, but not less than the number of vacancies that are to be filled such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Trustees shall be by secret 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 provisions of the Declaration.

Crofton Townhomes Association
By-Laws

The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII - Powers and Duties of the Board of Trustees

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

- (a) Adopt and publish rules and regulations for water service and governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
- (b) 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 of these By-Laws, the Articles of Incorporation or the Declaration.
- (c) Declare the office of a member of the Board of Trustees to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Trustees.
- (a) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Trustees to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.
- (b) Supervise all officers, agents and employees of the Association and to see that their duties are properly performed.
- (c) As more fully provided herein and in the Declaration, to:
 - (i) fix the amount of the monthly assessment against each lot as hereinafter provided in Article XII.
 - (ii) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period.

Crofton Townhomes Association
By-Laws

- (d) Issue, or 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.
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the association.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (g) Cause the common area (except patio areas which are "limited common areas") to be maintained.
- (h) Cause the exterior of the dwelling units to be maintained.
- (i) Provide for garbage and refuse collection.
- (j) Pay all water charges for water supplied to the lots and the common areas.

ARTICLE IX - Committees

Section 1. The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Trustees shall appoint such other committees as deemed appropriate in carrying out its purpose, such as:

- (a) Recreation Committee, which shall advise the Board of Trustees on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.
- (b) Maintenance Committee, which shall advise the Board of Trustees on all matters pertaining to the maintenance, repair or improvement of the properties, and shall perform such other functions as the Board in its discretion, determines.
- (c) Publicity Committee, which shall inform the members of all activities and functions of the Association, and shall, after consulting with the Board of Trustees make such public releases and announcements as are in the best interest of the Association
- (d) Audit Committee, which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular meeting, as

Crofton Townhomes Association
By-Laws

provided in Article XI, Section 8(d). The Treasurer shall be an **ex officio** member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from members of any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Trustee or officer of the Association as is further concerned with the matter presented. The Trustees may elect to terminate committees or combine their activities as dictated by the needs of the Association.

ARTICLE X - Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on ****(R1)** a date in January to be determined by the Board of Trustees each year in sufficient time to allow compliance with Section 3 of this Article**.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Trustees, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the entire 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 thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of such notice. 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.

Crofton Townhomes Association
By-Laws

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ****(R2)** votes representing ten (10) of the thirty-five (35) units** shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without 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 and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE XI - 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 Trustees, 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 Trustees following each annual meeting of the members.

Section 3. Term. The officers of the 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 by giving written

Crofton Townhomes Association
By-Laws

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 in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

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:

- (a) **President:** The President shall preside at all meetings of the Board of Trustees, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all ****(R3)**** promissory notes.
- (b) **Vice-President:** The Vice-President shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and its members, keep the corporate seal of the Association, 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. ****(R4)**** If not an elected Trustee, the secretary shall have voice, but not vote on the Board of Trustees.
- (d) **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as

Crofton Townhomes Association
By-Laws

directed by resolution of the Board of Trustees, shall sign all ****(R5)**** promissory notes of the Association, keep proper books of account, ****(R6)**** 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 to each of the members ****(R7)** and submit the books of the Association and the annual statement of income and expenditures to the Audit Committee prior to the annual meeting. If not an elected Trustee, the treasurer shall have voice, but not vote on the Board of Trustees.**

ARTICLE XII – Assessments*

Section 1. Creation of Lien and Personal Obligation of Assessments. Each owner of any lot or lots by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association during the development period, and thereafter, as hereinafter provided:

- (1) monthly assessments or charges, and
- (2) special assessments for capital improvements such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The monthly and special assessments, together with such interest thereon and costs of collection thereof, as hereafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection thereof (including reasonable attorney's fees) shall also be the personal obligation of the person who was the owner of the property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them; provided, however, that in the case of a sale of any lot which is charged with the payment of an assessment or assessments payable in installments, the person or entity who is the owner immediately prior to the date of any such sale, contract or assignment shall be personally liable only for the amount of the installments due prior to said date. The new owner or contract purchaser shall be personally liable for installments which become due on and after said date.

Crofton Townhomes Association
By-Laws

Section 2. Purpose of Assessments. The assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties, including, without limitation, the construction, establishment, improvement, repair and maintenance of the common area and services and facilities related to the use and enjoyment of the common area, payment of taxes and insurance on the common area, external maintenance of the dwelling units and providing for garbage and refuse collection, maintenance and repair of the water system, and for water furnished to owners or occupants of any lot. That portion of the monthly assessment which is for water furnished to an owner or occupant of a lot shall be kept segregated in a special account by the Association during the development period and thereafter, and disbursed only for payment of water charges. Each owner shall maintain the patio area adjacent to the rear of his dwelling unit.

Section 3. Amount of Monthly Assessments. The amount of the monthly assessments shall be as follows:

- (a) During the development period and subject to the provisions of Section 6 of this Article XII, lot owners shall pay to the Association the amount of Thirty (\$30.00) Dollars, per month, per lot (subject to increase pursuant to the provisions of this Section 3 and Section 4 of this Article XII), which shall be used for the purposes provided in Section 2 of this Article XII and for no others. The extent of the expenditures for the purposes specified shall be determined by the Developer, subject to the provisions of Article V, Section 4 of the Declaration. If the amount of any such expenditures to be made in any calendar year during the development period will exceed the total amount of the assessments received by the Association, the Developer has agreed to pay the excess amount involved out of its own funds. If at any time the amount of the Developer's payments under this provision shall, due to unforeseen circumstances, become excessively burdensome, the Developer may increase the amount of the monthly assessment for each lot accordingly, subject to the further approval of the Federal Housing Administration or the Veterans Administration if they have insured or have loans on any lots in the development. In any event the said monthly assessment may be increased during the developmental

Crofton Townhomes Association
By-Laws

period by a vote of two-thirds (2/3) of the members voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

- (b) Upon termination of the development period, each lot owner shall pay the Association a maximum monthly assessment of thirty (\$30.00) dollars per month, per lot (or in the event that said amount has been increased as provided in the preceding subparagraph (a) or in Section 4 of this Article XII, the amount as so increased), subject to the provisions of Section 6 of this Article XII; provided that said maximum monthly assessment may be increased by the Association with the consent of two-thirds (2/3) of the members voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. After consideration of current maintenance costs and future needs of the Association, the Board of Trustees may fix the monthly assessment at an amount less than the maximum monthly assessment. The maximum monthly assessment may be increased by the Association without the assent of two-thirds (2/3) of the members as provided in Section 4 of this Article XII.
- (c) In addition to the amounts provided for in subparagraphs (a) and (b) above of this Section 3, Article XII, assessments for water furnished to and consumed by the owners or occupants of any lot shall be paid to the Association during the development period and thereafter, as follows:

Water may be supplied to dwelling units through one or more meters. that IS to say, more than one dwelling unit may be served by the same water meter and separate metering of dwelling units shall not be required. In that event, the monthly water bill for water purchased by the Association shall be divided equally among all of the owners of dwelling units connected to the water system, regardless of how much water is consumed by any one or more dwelling units. The Association during the development period, and thereafter, may establish a reserve for payment of water charges equal to three (3) months estimated

Crofton Townhomes Association
By-Laws

water charges and bill the dwelling unit owners accordingly to set up such reserve. Likewise, the Association during the development period and thereafter, may periodically fix an estimated amount for water charges to be billed monthly to owners of dwelling units.

Section 4. Increase in Monthly Assessments in Conformance with Consumer Price Index. From and after January 1, 1979 the amount of the monthly assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July from the prior month of July.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of all members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Uniform Rate of Assessment. Both monthly and special assessments (except for water charges as set forth in Section 3(c) above which are applicable only to dwelling units connected to the water system) must be fixed at a uniform rate for all lots.

Section 7. Quorum for Any Action Authorized Under Section 3 and Section 5. At the first meeting called, as provided in Sections 3 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast sixty (60%) percent of all votes of the entire membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice

Crofton Townhomes Association
By-Laws

requirement set forth in Sections 3 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Monthly Assessments: Due Dates. As to all lots, the liability for the monthly assessments provided for in Sections 3(a) and 3(b) of this Article XII shall begin on the first (1st) day of the calendar month following conveyance by Developer of the lot to a homeowner-occupant. Said assessment shall be due and payable on such date and on the first (1st) day of each calendar month thereafter. The due date of any special assessments under Section 5 of this Article XII shall be fixed by the Association and the resolution authorizing such assessment.

Section 9. Effect of Nonpayment of Assessment: Remedies. If any assessment is not paid within ****(R8)** ten (10) days** after it was first due and payable, ****(R9)** a late charge of \$15.00 will be added; an additional \$25.00 will be added beyond thirty (30) days** and the Association may bring an action at law against the one personally obligated to pay the same and/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 and all such sums shall be included in any judgment . ****(R10)** Any checks returned for non-sufficient funds will cause a charge of \$15.00 to be added to that homeowners fee account.** No owner or contract purchaser shall be relieved of liability for the assessments provided for herein by non-use of the common area or abandonment of his lot or non-use of the water facilities. In addition to any other remedies provided for herein, if any assessments for water are not paid within thirty (30) days after the due date, then upon ten (10) days written notice, water service to the dwelling unit of an owner delinquent in the payment of any water assessment may be forthwith severed and remain severed until such assessment be paid, at which time such service will be promptly restored.

Crofton Townhomes Association
By-Laws

Section 10. **Subordination of Lien to Mortgagees.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage (and to the lien of any second mortgage given to secure payment of the purchase price) now or hereafter placed on any lot. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to such first mortgage, or purchase money second mortgage, pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. **Exempt Property.** The following property subject to the Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by local public authority.
- (b) All common area.
- (c) All properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Washington.

However, no land or Improvements devoted to dwelling use shall be exempt from said assessments, except lots owned by Developer during the development period.

ARTICLE XIII - 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. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIV - Corporate Seal

The Association shall have a seal in circular form having within its circumference the words, "CROFTON TOWNHOMES, INC."

Crofton Townhomes Association
By-Laws

ARTICLE XV – Amendments

Section 1. These By-Laws may be amended, 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 case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVI – Miscellaneous

Section 1. The fiscal year of the Association shall begin on the first (1st) day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. ****(R11) Recreational Vehicle (RV) Storage Area.** The following rules shall apply to the use of the RV storage area. These rules shall be visibly posted in near proximity to the said area, and are subject to amendment with approval by the Board of Trustees:

- (a) The RV storage area is restricted to use by owners and residents of Crofton Townhomes.
- (b) The following vehicles are permitted to be stored within the RV storage area:
 - (i) motor homes
 - (ii) campers (campers can be affixed to a truck, however canopies are not considered campers)
 - (iii) travel trailers
 - (iv) trailered watercraft, trailered snow vehicles, or trailered motorcycles
 - (v) utility trailers

All other vehicles and miscellaneous items must have prior approval by the Board of Trustees for storage within the RV storage area, and will be subject

Crofton Townhomes Association
By-Laws

to a time limit of 180 days upon approval. Unauthorized vehicles will be towed at the owner's expense.

- (c) No dumping is permitted on or near the RV storage area.
- (d) Residence in a motor home, travel trailer, or camper within the storage area is permitted for a period no longer than 48 hours. Extended residence must seek prior approval by the Board of Trustees.
- (e) The Association is not responsible or liable for any losses as a result of theft or vandalism of items stored in the RV storage area.**

Section 3. Use Restrictions. **** (R12)** No tricycle, skateboard, bicycle scooter, roller skates or other similar wheeled equipment shall be used on common streets by children ten (10) years of age or younger without responsible, on-site adult supervision. Further, such equipment shall not be used by persons of any age in common, landscaped areas, nor on driveways not belonging to the unit where the rider lives or is visiting.**

Crofton Townhomes Association
By-Laws

CROFTON TOWNHOME ASSOCIATION BY-LAWS IN WITNESS WHEREOF we,
being all of the trustees of CROFTON TOWNHOMES, INC, have hereunto set our
hands this 10th day of July, 1978

Original Signed by:

William M. Riley

Glenn Bond

Robert Hamilton

Joseph T. Armos

Amendments:

** (1) Amended January 11, 1983

** (2) Amended January 11, 1983

** (3) Amended January 11, 1983

** (4) Amended January 11, 1983

** (5) Amended January 11, 1983

** (6) Amended January 11, 1983

** (7) Amended January 11, 1983

** (8) Amended March 11, 1996

** (9) Amended March 11, 1996

** (10) Amended March 11, 1996

** (11) Amended March 13, 1995

** (12) Amended October 16, 2004

In reference to Article XII – Assessments*:

*superseded by Covenant Amendment dated June 17, 2005