

Crown Park Civic Association

Homeowners Association Handbook

Board of Directors:

Cedric Boatwright - President

Alfreda Hill - Secretary

Letisha Adams - Treasurer

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BY-LAWS
OF
CROWN PARK CIVIC Association
A Virginia Nonstock Corporation

These by-laws are made pursuant to Virginia Code -55-508 et seq. the Virginia Property Owners' Association Act for Crown Park Civic Association.

ARTICLE 1

Meeting of Members

- 1.1 **Annual Meetings.** The annual meeting of the members, for the election of directors and transaction of such other business as may come before the meeting shall be held in each year on the first Tuesday of October.
- 1.2 **Special Meeting.** Special meeting of the members shall be held as provided in the Virginia Nonstock Corporation Act. (Code 13.1-839).
- 1.3 **Notice of Meeting.** Notice of members' meeting shall be given 25 days prior to any meeting of members and in compliance with and may be waived as provided in the, Virginia Nonstock Corporation Act (Now Code 13.-842).
- 1.4 **Members and Quorum.** (A) Members shall be those persons defined in a covenants for Crown Park Civic Association. (B) Members holding one-Tenth of votes entitled to be cast represented in person or by proxy shall constitute a quorum. (C) A quorum of members is required for the conduct of any business at the meeting and for the adoption of any matter voted upon by the members.
- 1.5 **Record Date.** The Secretary of the Association shall close the membership books on the date which is thirty (30) days prior to the date of meeting or action requiring a determination of members. The Secretary shall maintain a list of members at the office of the Association or in the event the Association does not have an office at the office of the secretary for the period of (10) days prior to the meeting or action requiring a determination of members. The list of members shall be subject to inspection by any member during said ten-day period during usual business hours subject to and, as required by, the provisions of Virginia Nonstock Corporation Act.
- 1.6 **Chairman of Meeting.** The President shall preside over all meetings of the members, if he is not present, the Secretary shall preside or if none be present a meeting chairman shall be elected by the members. The Secretary of the Association shall act as secretary of all the meetings, if he be present. If he is not present, the Chairman shall appoint a secretary of meeting.

1.7 Rules of Order. All meeting of members of the Association shall be governed by Robert's Rules of Order; provided, however that the members may adopt other, modified or additional rules for any given meetings.

ARTICLE 2

Directors

2.1 Directors. The initial Board of Directors shall serve until the adjournment of the first annual meeting of members and until their successors are elected.

2.2 General Powers. The property, affairs, and business of the Association shall be managed under the direction of the Board of Directors.

2.3 Term of Office. At the first annual meeting of the members, the class A members, the Class B members and the Declarant, if eligible, shall elect the Board of Directors for the next term. At each annual meeting thereafter, the members shall elect the Board of Directors for the next one-year team.

2.4 Quorum of Meetings of Board of Directors. A majority of the number of directors elected and serving at the time of any meeting shall constitute a quorum for the transaction of business. The act of a majority of directors' present at a meeting at which quorum is present shall be the act of the board of directors. Less than quorum may adjourn any meeting. The members of the Board of Directors may participate in any regular or special meeting by or conduct a meeting through the use of any means of communication by which all directors may simultaneously hear each other during the meeting. A director participating in a meeting by the mean is deemed to be present in person at the meeting for purposes of establishing a quorum and for all other purposes.

2.5 Meetings of Directors. An annual meeting of the Board of Directors shall be held as soon as practicable after the adjournment of the annual meeting of members at the same place as such annual meeting of members we held. Other meeting of the Board of Directors shall be held at places within or without the commonwealth of Virginia and at times fixed by resolution of Board or upon call of the president. The Secretary or officer performing the Secretary's duties shall give not less than seventy-two (72) hours' notice by letter, telegraph or facsimile of facsimile of meeting of the Board of Directors, provided that notice need not be given of the annual meeting or of regular meetings held at times and places fixed in accordance with these by-laws. Meeting may be held at any time without notice if all of the directors are present, or if those not present waive notice in writing either before or after the meeting. The notice of meeting of the Board need not state the purpose of the meeting. The Board of Directors may participate in meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. A written record shall be made of the action taken at any meeting. The directors may act without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors as provided in the Virginia Nonstock Corporation ACT.

2.6 Suspension of Privileges. The Board of Directors shall have the power to suspend the privileges of a member who is delinquent in payment of amount for the respective parcel for a period of more than sixty (60) days and pursuant to Virginia Code 55-513

ARTICLE 3

OFFICERS

3.1 Election of Officers Terms. The officers of the Association shall consist of a President, a Secretary and a Treasurer. Other officers, including Vice-Presidents and Assistant and Subordinate officers, may from time to time be elected by the Board of Directors. All officers shall hold office until the annual meeting of the Board of Directors and until their successors are elected. Any two or more offices may be held by the same person, except that the same person may not hold the offices President and Secretary consistently.

3.2 Removal of Officers: Vacancies. Any officers of the Association may be removed summarily with or without cause, at any time by the Board of Directors. Vacancies may be filled by the Board of Directors.

3.3 Powers and Duties of the president. It shall be the duty of the President when present to preside at members' meetings and at all meetings of the Board of Directors. The President, subject to the approval of the Board of Directors, shall appoint and remove, employ and discharge, and fix the compensation of all agents and employees of the Association other than officers appointed by the Board. The President shall sign or countersign, checks, notes, drafts or bills of exchange, acceptances and other instruments, for the payment of money duly drawn by the treasurer. He shall submit a report of the operations of the Association for each year to the directors at their last regular meeting in such year or at a special meeting called for that purpose before the annual meeting of members, and to the members at their annual meeting and from time to time he shall report to the directors all matters within his knowledge which the interest of this Association may require to be brought to their notice. In general, he shall perform all duties incident to his office and such other duties as may be prescribed by the Board of Directors from time to time.

3.4 Powers and Duties of the Secretary. The secretary shall be ex officio secretary of the Board of Directors. She shall keep the minutes of all meetings of the Board of Directors and members. He shall have charge of the Association's books and records. He shall keep in safe custody the seal of the Association and when authorized by the Board of Directors shall affix the seal to any instrument requiring the same. He shall keep a record of all current and former members. He shall give and serve all notices to the members and directors. In general, he shall perform all the duties incident to this office and such other duties as may be assigned to him by the President or by the Board of Directors from time to time.

3.5 Powers and Duties of the Treasurer. The treasurer shall have the care and custody of and be responsible for, all the funds, securities, evidences of indebtedness and other valuable documents of the Association and deposit all such funds in the name of Association in such banks or trust companies or other depositories or in such safe deposit vaults as the Board of Directors may designate. The treasurer and the president shall sign, make and endorse in the name of the Association all checks, notes, drafts, bills of exchange, acceptances and other instruments for the payment of money and pay out and dispose of same and receipt therefor. The treasurer shall render a statement of the

condition of the finances of the Association of each regular meeting of the Board of Directors, and at such other times as shall be required of him, and full financial report at the annual meeting of members. The treasurer shall keep at the office of the Association full and accurate books of account of all its business and transactions and such other books of account as the Board of Directors may require and shall exhibit the same to any director of the Association upon application therefor. In general, he shall perform all the duties incident to his office and such other duties as from time to time may be assigned to him by the President or by the Board of Directors from time to time. The Board of Directors may require that the treasurer post a surety bond with corporate surety for the protections of the Association's funds. The premium for that bond shall be paid by the Association.

3.6 Compensation. Directors and officers shall serve without compensation but shall be reimbursed by the association for all reasonable expenses incurred by them in the performance of the duties as director or officer on behalf of the Association.

ARTICLE 4

Miscellaneous Provisions

4.1 Minutes. The Minutes of each Directors' and Members' meeting shall be in writing and shall be available to the members pursuant to Virginia Code 55-510

4.2 Amendment of By-Law. These by-laws may be amended or Altered at any meeting of the Board of Directors.

4.3 Seal. The Association shall not have a seal unless required by the Board of Directors which shall determine its design, if any.

In Witness Whereof, the undersigned Secretary of Pebble Creek Property Owners Association hereby certifies that the foregoing by-laws of Crown Park Civic Association were adopted at the organization meeting of initial Board of Directors of Crown Park Civic Association, a Virginia Nonstock Corporation held in the County of Chesterfield on this _____ day of _____, 1999.

Secretary

COVENANTS FOR MAINTENANCE

CROWN Park CIVIC ASSOCIATION

Section B

CROWN PARK

THESE COVENANTS ARE MADE PURSUANT TO VIRGINIA CODE 55-508 ET SEQ., THE VIRGINIA PROPERTY OWNERS ASSOCIATION ACT.

Otterdale Development Corporation, A Virginia corporation, (“Declarant”) as the owner of the lots in Section B, Crown Park, located in County of Chesterfield Virginia, and which are described on the subdivision plat recorded in the Clerk’s Office of the Circuit Court of the County of Chesterfield, Virginia in Plat Book 124, pages 56 &57 do by these provisions charge and bind all of the lots in said Section with the following covenants and lines, all of which shall run with the land.

Declarant hereby causes the 3.8 acre open space parcel of land designated on the aforesaid plat to become subject to the covenants for maintenance to be administered by Crown Park Civic Association and for the admission of additional members (to those members who are owners of lots in crown park, Section A) as permitted in the covenants which are recorded in the Clerk’s Office in Deed Book 3590, page 328.

Definitions

- 1. Association “shall mean Crown Park Civic Association.**
- 2. “Common Areas” Shall mean the areas designated as open space on the plat for Crown Park, Section A, recorded in Plat Book 105, pages 24 and 25 and on the plat for Crown park Section B. recorded in plat book 124 pages 56 and 57 which are intended to be for common use and enjoyment of all of the owners of the lots in Sections A and B, Crown park.**
- 3. “Owner” shall mean and refer to the record title holder of lot(s) in fee simple.**
- 4. “Member” shall initially mean Otterdale Development Corporation. Otterdale Development Corporation has delivered the books and records of the Association duly elected officers.**

Membership and Voting Rights

- 5. Each owner of a lot shall be entitled to cast one vote for each lot in which he owns a fee simple interest, but no holder of security interest shall be entitled to vote. When more than one person is owner of a respective lot, all of those Owners shall be members of Association, and the vote for such**

lot shall be exercised as they determine, but no more than one vote shall be cast with respect to any given lot.

Property Right of the Association

6. The association shall maintain the property on which the easements are located, and which are reserved for the Association.

Maintenance Assessments

7. There shall be an annual assessment to be paid by the Owner of each lot to which these covenants apply, from and after the turnover time and each Owner of any lot or lots, by the acceptance of the deed for the lot or lots whether or not promise of acceptance shall be expressed in the deed or other conveyance, shall be the obligation of the person who was the record title holder of the lot at the time the assessment becomes due.
8. The assessments levied by the Association shall be used for the purpose of promoting the beautification of the neighborhood maintenance and operation of the common areas.
9. The annual assessment shall be initially 60, or as established by the board of Directors of the association. The annual assessment to be paid by Developed for lots upon which residences have not been constructed (to the time certificate of occupancy issued for a respective residence) shall be 25% of annual assessment for other members. The annual assessment may be increased or decreased by an affirmative vote of the Board of Directors of the Association.
10. If assessments are not paid when due, such assessment shall be considered delinquent and shall bear interest at the legal rate from the due date of the assessment plus reasonable attorney's fee incurred. If any by the Association in collection of the delinquent assessment.
11. The assessment, cost of collection of the delinquent Owner and shall run with the land and shall be binding upon the Owner, heirs, devisees, personal representatives, and assigns. The lien of the assessment against a lot shall be subordinate to the line of the mortgages placed on the assessment against a lot shall be subordinate to the line mortgage or mortgages placed upon the properties by lenders (who are not family members of the owners). The subordination of the lien shall apply only to the assessments which have become due and payable prior to a sale or transfer of the property in foreclosure of a deed of trust or the taking of a deed in lieu of foreclosure such a sale shall not relieve the delinquent Owner for liability for the assessment which becomes due after the sale.
12. The failure of Association or any owner to enforce any covenant contained in these covenants shall not be deemed to be a waiver of the right to enforce the covenants thereafter. Invalidation of any of these covenants by judgment shall have no effect on the other provisions which shall remain in full force and effect.
13. The Association shall maintain the common area including the BMP facilities located in the common area.
14. The Association shall maintain normal liability insurance on the common area.

Additional Parcels

Common Areas and Members

15. Declarant shall be entitled to cause additional lands, which it now owns or hereafter occupies, to become subject to these covenants, thereby causing the admission of additional members to the Crown Park Civic Association from the time defined in the covenants which are applicable to the lots in the additional premises. In addition, Declarant shall be entitled to convey additional common are to Crown Park Civic Association from the time defined in the covenants which are applicable to the lots in the additional premises. In addition, Declarant shall be entitled to Convery additional common areas to Crown Park Civic Association as part of the development of such additional parcels. Crown Park Civic Association shall administer such additional common areas in the same manner which is required for the common areas hereunder. The additional members shall each have the same rights and duties to the Association as are provided for the members hereunder.

Maintenance of Common Areas Prior to Turnover to Association

16. Declarant has executed and delivered a deed to convey the common areas to Crown park Civic Association and has paid all real estate taxes through 2001. The deed is to be recorded subsequent to the recordation of this agreement.

IN WITNESS WHEREOF, Otterdale Development Corporation, this 7th day of June, 2002, has caused its corporate mane to be hereto signed by Richard L Jeffress is President, who is duty authorized so to do by proper resolution of the Board of Directors Otterdale Development Corporation, said resolution being now in full force and effect.

RESTRICTIONS AND CONDITIONS

SECTION C

OTTERDALE DEVELOPMENT CORPORATION

CROWN PARK

Otterdale Development Corporation, a Virginia corporation. "Declarant", the owner of all of the lots in the subdivision of land in Clover Hill District, Chesterfield County, Virginia, Known as "Section B. Crown Park a Plat of which was made by Timmons, Dated April 5, 2001 recorded March 14, 2002, in plat book 124 pages 56 and 57 does charge all of the lots in that subdivision and shown as lots upon that plat with the following restrictions and conditions which shall run with and bind the said lots as hereinafter set Forth:

1. 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 to two stories in height, a private garage for not more than two automobiles, and a garden tool house. The garage and tool house shall be constructed using materials and color schemes that are in conformity with the residence, and the tool house shall be a minimum size of 10' by 12'. Plans and specifications as to construction and location are to be approved as provided in paragraph 2.
2. No building shall be erected, placed of altered on any lot until the construction plans and specifications thereof and plan showing the location thereof on the respective lot shall have been approved by the architectural committee established by the covenants as to the quality and type of materials, harmony of eternal design with existing structures including exterior color selection the landscaping design and the location with respect to topography and finish grade elevation.
3. The architectural committee, herein called "committee" shall be composed of Richard L Jeffress and B.L Savage, JR. who may delegate to a representative any and all powers of the committee other than the power to appoint new members. Upon death or resignation of a member, the Board of Directors of Otterdale Development Corporation, or the members of its last Board of Directors in the event of dissolution, by a majority vote, may appoint his successor and sure successor shall thereupon succeed to all his powers and duties. Any member of the committee may resign by Witten notice to the other members. Otterdale Development Corporation shall have the right to assign the rights and duties reserved by it in these restrictive covenants to any persons and organizations who shall then have all the rights and duties reserved to Otterdale Development Corporation.
4. The committee's approval as requited above shall be in writing and in the absence of sure written approval, construction plans, specifications and location plan shall be considered as disapproved. The location plans must show front and side yard set-back. The construction of buildings shall be in accord

with accord with the approved plans only, and Declarant shall be entitled to make a compliance inspection and require correction of deficiencies found.

5. No dwelling or garage as specified in paragraph 1, above shall be erected on any lot by any owner, builder or contractor, whether the lot be owned by the contractor or someone else, unless the owner, builder or contractor shall have received written approval of the committee and such approval shall not have been thereafter withdrawn. Any owner, builder or contractor shall, before commencing the erection of any building in this subdivision, obtain the written approval of the committee and shall, to the end furnish to it such statements, information and references as it may request. Any approval so given may be withdrawn at any time by the committee by written notice received by the contractor, but such withdrawal shall not prevent the contractor's completing the erection of any building commenced before his receipt of such notice in accord with the previously approved plans and specifications.
6. No fence shall be erected on any portion of any lot except in accordance with plans and specifications for construction thereof approved in writing by Otterdale Development Corporation its successors and assigns, and filed in its office, provided, however, that Otterdale Development Corporation agrees to be reasonable in construction of fences and hereby sets forth the general standards to be used in considering requests thereof:
 - (A) No fence shall be permitted between a residence and street line.
 - (B) No fence or hedge shall be generally permitted higher than 48", except that approval may be granted by Otterdale Development Corporation, its successors and assigns, for a higher fence or hedge in special circumstances.
 - (C) No chain link fences shall be allowed on any lot.
7. Only one residence shall be erected or placed on a single lot, and no lot, after its original conveyance to an individual homeowner who resides on the lot, shall be subdivided into smaller lots or parcels without the permission of the architectural committee.
8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot any time as a residence either temporarily or permanently and to this end, any residence to be constructed on any lot in this subdivision shall be completed within one year from the time first building permit shall have been issued by the appropriate public authority to the owner or contractor for the construction of the residence.
10. NO CAMPERS, HOUSE TRAILERS OR BOATS SHALL BE PARKED BETWEEN A RESIDENCE AND THE STREET LINE and whenever practical shall not be located other than to the rear of the residence. No skateboard platforms, large dish television antennae (exceeding two feet in diameter) or television or radio towers shall be placed on any lot. No dish television antennae shall be visible from the front street lot line for the respective residence.

11. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than three square feet and one sign of not more than five square feet advertising the property for sale or rent and one sign of not more than five square feet by a builder to advertise the property during the construction and sales period.
12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept therein if they are not kept, bred or maintained for any commercial purposes.
13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waster. No rubbish, trash, garbage and other waster shall be kept on any lot except in sanitary containers, and all equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
14. Each and every covenant and condition herein imposed may be enforced by the undersigned or by the owner of any lot by appropriate proceeding at law or in equity against any party violating or attempting or threatening to violate the same to prevent or rectify such violation and recover damages therefor.
15. Each of the covenants Nos. 2,3,4,5 and 6 may be modified, changed, revoked, added to, deleted or otherwise altered in whole or in part at any time and from time to time by an instrument in writing executed by Otterdale Development Corporation or its assignee or such right provided that such instrument shall be recorded in the appropriate Clerk's office.
16. The covenants and conditions herein contained shall run with the land and shall be binding upon the subsequent owner or owners of all or any lot and each and every portion of the land shown on the plat and all parties claiming through or under such owner owners for a period of thirty (30) years from the date of recordation hereof.
17. Otterdale Development Corporation shall have the express right and privilege to enforce any of the above-mentioned Reiterations and Conditions as long as Otterdale Development Corporation is developing and selling lots in this subdivision or in any parcel of land identified as a subdivision or section of Crown Park.

IN WITNESS WHEREOF, Otterdale Development Corporation, this 7th day of June 2002, has caused its corporate name to be hereto signed by Richard L Jeffress, Its President who is duly authorized so to do by proper resolution of the Board of Directors of Otterdale Development Corporation, said resolution being now in full force and effect.