

## **NOTICE**

### **INTENT TO CONDUCT VOTE BY WRITTEN BALLOT IN LIEU OF A MEETING**

#### **Crystal Creek Homeowners Association**

**NOTICE** is hereby given to you as a member of the Crystal Creek Homeowners Association (“**Association**”) that the Board of Directors, pursuant to ORS 94.647, intends to conduct a vote by written ballot in lieu of a meeting.

Ballots will be distributed on or after **JUNE 30, 2016**.

#### **SUBJECT MATTER OF VOTE**

**PROPOSAL 1:** The Board proposing to adopt an amendment contained in the attached "Proposed 2016 Amendment to Declaration of Protective Covenants of Crystal Creek," which corrects language relating to the prohibition of business uses of lots. The amendment would provide that a business venture may not be conducted in the community if the business is either designated by exterior signs or creates additional traffic. Either one of these conditions alone would be grounds for restricting a business venture.

**PROPOSAL 2:** The Board proposing to adopt the attached "Proposed 2016 Amendment to Declaration of Protective Covenants of Crystal Creek," which requires approval of the owners. The amendment would more clearly define what constitutes a "rental" or "lease" of a lot. The amendment would place restrictions on renting or leasing, such as prohibiting renting less than the entire lot or renting for less than 30 days. The amendment will allow the Board to adopt rules and regulations consistent with the amendment to regulate the renting and leasing of lots.

#### **OWNERS' RIGHT TO REQUEST SECRECY PROCEDURES**

##### **Petition by Owners**

Under ORS 94.647, a vote by written ballot must be conducted by the secrecy procedure specified below if at least three (3) days before ballots are scheduled to be mailed or otherwise delivered, at least ten percent (10%) of the owners petition the Board of Directors requesting that the secrecy procedure be followed. If at least ten percent (10%) of the owners request secret ballots, secret ballots and voting instructions will be mailed to each owner.

## **Secrecy Procedure**

If, before **5:00 p.m. on June 27, 2016** the Board of Directors receives a petition signed by at least ten percent (10%) of the owners requesting the secrecy procedures, the Board will circulate a new notice along with written ballots accompanied by:

- (1) A secrecy envelope;
- (2) A return identification envelope to be signed by the owner; and
- (3) Instructions for marking and returning the ballot.

Written ballots returned in secrecy envelopes will not be examined or counted before the deadline for returning ballots has passed.

## **Delivery of Petition**

Any petition must be received by the Board of Directors before **5:00 pm on June 27, 2016** at the following address:

### **Crystal Creek Homeowners Association**

Vihang Pandya, Secretary  
2373 NW 185th, #345  
Hillsboro, Oregon 97006

## **DEADLINE FOR VOTING**

Voting on this matter will conclude on **August 29, 2016** unless the Board of Directors extends the voting time frame by an additional notice prior to that date, pursuant to ORS 94.647(5)(c).

## **ELECTRONIC VOTING**

Votes on this matter may also be cast electronically. A webpage will be set up for owners to cast their votes through an electronic form. The website is [www.hoavoting.com/crystalcreek](http://www.hoavoting.com/crystalcreek) and will go live the same day that paper ballots are distributed.

If you have an email address on file, you will receive an email with a link to the page to vote electronically. If you do NOT wish to vote electronically but instead vote by paper ballot, please contact Vihang Pandya at the address above to request a paper ballot.

**PROPOSED  
2016 AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS OF CRYSTAL CREEK**

“**Declaration**” is the *Declaration of Protective Covenants of Crystal Creek*, recorded on June 10, 1994 as document number 94056504 in the records of Washington, Oregon.

**IT IS PROPOSED that the following amendments to the Declaration be adopted:**

**I. Article III, Section (1) is amended in its entirety and replaced with the following language:**

- (1) Use. All lots in CRYSTAL CREEK shall be for single family residential use only. Any permanent multi-family, or communal use is prohibited. No business venture shall be conducted in or about any Lot in CRYSTAL CREEK which is designated by exterior signs ~~and~~or ~~creates~~ additional vehicle traffic.

**II. A new Section 15 of Article III of the Declaration is added containing the following language:**

15. **Leasing and Rental of Lots.** The following rules apply to the renting and leasing of lots within the Planned Community.

a) **Definitions.** As used in this Section 15:

- (i) **“Renting or Leasing a Lot”** or **“To Rent or Lease a Lot”** means to grant a right to use or occupy a Lot for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value). “Renting or Leasing a Lot” or “To Rent or Lease a Lot” does not mean:

- (1) Joint ownership of a Lot by means of joint tenancy, tenancy-in-common or other forms of co-ownership; or
- (2) An agreement between the Owner and a tenant under which the Owner and another person or persons share joint use of the Lot.

- (ii) **“Tenant”** means a person who is granted the right to use or occupy a Lot as described in Subsection 15(a)(i) above.

b) **Additional Restrictions.**

- (i) An Owner may not rent or lease less than the entire Lot.
- (ii) A Lot may not be rented or leased for transient or hotel purposes.

- (iii) A Lot may not be rented or leased for a period of less than thirty (30) consecutive days.
  - (iv) All leases or rentals shall be by written lease agreement, which shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and these Bylaws, and that any failure by the lessee or tenant to comply with the terms of such documents shall be a default under the lease. If the Board of Directors finds that a lessee or tenant has violated any provision of the Declaration, these Bylaws or the rules and regulations, the Board may require the Lot owner to terminate such lease or rental agreement.
- c) **Mortgagee Exception.** Subsection 15(b) above does not apply to a first mortgagee who acquires a Lot by foreclosure or deed in lieu of foreclosure. A successor to the first mortgagee is subject to the restrictions of this Subsection 15. The right to rent or lease a Lot under this Subsection is referred to as a “**Mortgagee Exception.**”
- d) **Rules and Enforcement.**
- (i) **Adoption of Rules.** Pursuant to the Declaration and these Bylaws, as well as ORS 94.630(1)(a), the Board of Directors shall adopt by resolution rules establishing the application and approval process, a waiting list and such other rules as it deems necessary to implement this article.
  - (ii) **Enforcement.** The Board shall have the authority to enforce the provisions of this Amendment, the Declaration and Bylaws, and any rules and regulations adopted by the Board relating to the renting and leasing of Lots. Remedies include, but are not limited to, assessing fines against violating Owners.
  - (iii) **Attorney Fees.** All costs, including reasonable attorney fees, incurred in taking any enforcement action under Subsection 15(d)(ii) above shall be assessed against the Owner and collected in accordance with the Declaration and Bylaws, ORS 94.630(1)(n) and ORS 94.719.