#### **BY-LAWS**

#### CEDARGROVE MAINTENANCE COMPANY FOR THE PLAT OF CEDARGROVE ON THE SKAGIT REVISED AUGUST 26, 2006

ANY REFERENCE TO THE ARTICLES OF INCORPORATION OR BY-LAWS SHALL REFER TO THE MOST RECENTLY AMENDED AND APPROVED VERSION OF THAT DOCUMENT.

### PURPOSES

<u>SECTION 1.</u> This corporation shall be conducted as a non-profit maintenance company for the purposes set forth in the Articles of Incorporation.

SECTION 2. The corporation, by majority vote of the Board of Directors, shall have the power to levy and collect assessments, fines and charges against its members for the purposes as set forth in the Articles of Incorporation and to sell or forfeit their interest in the corporation for default with respect to any lawful provisions of those Articles of Incorporation and these By-laws; and upon forfeiture of that property as by law and as described in the By-laws, may transfer the membership of that defaulting member. A Notice of Claim of Lien shall conform with the requirements of the Skagit County Recorder and the document shall essentially take the form as shown in EXHIBIT A. A Notice of Release of Lien shall conform with the requirements of the Skagit County Recorder and shall essentially take the form shown in EXHIBIT B.

<u>SECTION 3.</u> The purpose for which this corporation was created may be altered, modified, enlarged or diminished by the vote of two-thirds (2/3) of the members present or by their proxy at an annual meeting or at a special meeting duly called for that purpose. Notice of that meeting shall be given in the manner described in the By-laws for giving notice of meetings. A simple majority rules for other decisions voted upon by the membership at any annual or special meeting.

# ARTICLE II MEMBERSHIP

SECTION 1. The membership of the corporation shall consist of and be limited to the owners or purchasers of tracts in the incorporated area who shall have one membership per lot. A purchaser under contract of purchase shall be deemed to be an owner for membership purposes, unless that contract is forfeited and the rights of the contract purchaser terminated. If any tract(s) is /are held by two or more persons, for the purposes of these By-laws, they shall be collectively one owner.

<u>SECTION 2.</u> Except as described differently in these By-laws and as earlier stated for these purposes, no membership shall be voted unless represented by the owner or by the legal proxy of an individual tract or tracts to which it is and shall be inseparably attached.

SECTION 3. Membership shall be inseparably attached to tracts owned by the members, and upon transfer of ownership, or contract of sale, of any such tracts, membership shall be deemed to be transferred to the new owner. No membership may be transferred, assigned or in any manner conveyed other than in the manner described here. In the event of the death of a member, the membership of that member shall become the property of the personal representative of the deceased member upon appointment and qualifications as a personal representative in a judicial proceeding; and that personal representative shall have all of the rights, privileges and liabilities of the deceased member until title shall be transferred or contracted to be transferred.

SECTION 4. No membership shall be forfeited nor any member be expelled upon foreclosure for non-payment of assessments, fines or charges, and no member may withdraw except upon transfer of title of real property to which his membership is attached, as described in these By-laws; provided, however, that the right to vote in membership meetings and the right to use the facilities of the corporation shall extend only to members in good standing, all of whose assessments, fines or charges have been paid. No compensation shall be paid by the corporation upon any transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of this corporation.

200609110132 Skagit County Auditor

9/11/2006 Page

<u>SECTION 5.</u> In the event that any member of this corporation, his family, guest, renter or lessee shall violate the Articles of Incorporation, or the By-laws of this corporation, or the rules and regulations established by the membership, that member may be fined and/or prohibited from using the facilities for such a period as a majority of the Board of Directors of CEDARGROVE MAINTENANCE COMPANY shall direct. It is the duty of the property owners to inform/notify their guests, renters or lessees of the rules and regulations.

### ARTICLE III DISSOLUTION

<u>SECTION 1.</u> In the event of the dissolution of the corporation, each person who is then a member shall receive his/her pro-rata proportion and assets after all of its debts have been paid.

### ARTICLE IV

<u>SECTION 1.</u> Corporate powers of the corporation shall be vested in a Board of Directors. The number of directors who shall manage the affairs of the corporation shall be three. At any meeting or special meeting called for that purpose, the members may increase or decrease the number of directors to any number not more than nine or less than three.

<u>SECTION 2.</u> Directors shall be elected by a majority vote at the Annual Meeting to serve for three years, or until their successors are elected and duly qualified. The Directors shall be elected for their terms beginning in the following rotation:

Position 1, Position 2, and Position 3 in 2007 Position 4, Position 5, and Position 6 in 2008 Position 7, Position 8, and Position 9 in 2009

Directors shall hold their position for the term for which elected and until a successor shall have been elected and qualifies. The number of directors may be changed by amendment to these By-laws. There shall be an election of three (3) positions each year at the annual membership meeting.

<u>SECTION 3.</u> Each director shall be a member in good standing (being current in the payment of fines, charges and assessments.)

<u>SECTION 4.</u> In the event a director ceases to be a property owner, the office shall become vacant. When a director's membership is terminated, the director shall promptly report this to the President or the Secretary of the Corporation and the same shall be duly noted in the minutes of the directors at the next meeting.

<u>SECTION 5.</u> At the first meeting of the Board of Directors after each annual meeting of the members, the Board of Directors shall elect a president, vice-president, secretary, treasurer, and a park manager. The Board of Directors may also at any time appoint an executive secretary and/or assistant secretary or assistant treasurer. Officers of the corporation so elected shall hold offices for the term of one year and until their successors are qualified. Any officer may be suspended or removed by a majority vote of all other directors or recalled by a majority vote of the membership.

<u>SECTION 6.</u> No director or officer, except the secretary or the treasurer or the executive secretary and/or assistant secretary and/or assistant treasurer shall receive any salary from the corporation. A stipend paid per meeting attended shall be provided as an incentive for participation in governing the corporate affairs of CEDARGROVE MAINTENANCE COMPANY. The granting of and amount of said salary or stipend requires the approval of the membership.

<u>SECTION 7.</u> Any vacancy occurring in the Board of Directors shall be filled by appointment by a majority of the remaining directors. The person so appointed shall hold office until the next regular meeting of the members of the corporation and at that meeting, the vacancies for the remainder of the original terms, if any, shall be filled by election by the members in the regular manner.

<u>SECTION 8.</u> A Concrete PO Box will be maintained for correspondence. The Corporation's Box number is 721, Concrete, WA 98237.

200609110132 Skagit County Auditor

1

#### **ARTICLE V MEETINGS**

SECTION 1. Annual meetings of the members of the corporation shall be held at the principal place of business of the corporation or at such other place as the Board of Directors may elect. The annual meetings shall be held in the month of September or at such time as the Board of Directors may elect. Notice of the time and place of the meeting shall be given by the secretary by mailing a notice to each member not less than ten calendar days prior to the date of the meeting.

SECTION 2. Special meetings of the members may be called at any time by the President or a majority of the Board of Directors or by members representing twenty percent (20%) of the tracts within the jurisdiction of the corporation. Notice of a special meeting stating the purpose of the meeting, shall be given by the secretary by mailing a notice to each member not less than ten calendar days prior to the date the special meeting is to be held. No business other than the business stated in the notice may be conducted at a special meeting.

SECTION 3. At all annual and special meetings of the members twenty percent (20 %) of all members of the corporation shall constitute a quorum for the transaction of business. Each owner shall be entitled to one vote per lot owned. In the event that a quorum is not reached at any annual or special meeting, the Board of Directors will conduct an informational meeting with those members present, even though no votes or actions may be taken.

SECTION 4. Special meetings of the Board of Directors shall be called at any time by the secretary on order of the president or by a majority of the Board of Directors. The secretary shall give each director notice, in person verbally, by mail or by telephone of all regular and special meetings at least one day before the meeting.

SECTION 5. A member may exercise his/her right to vote by proxy. The proxy form shall be mailed to each member with the notice of meeting for any annual or special meeting called. All proxies must be given to the secretary and/or executive and/or assistant secretary for the purpose of assessing the number of legal votes allowed the proxy holder at the current meeting and for filing with the official

5

records of attendance at the meeting. The Proxy/Ballot shall essentially follow the form as shown in EXHIBIT C.

SECTION 6. Any action required, or permitted, to be taken by the Board of Directors may be taken without a meeting, with the same force and effect as a unanimous vote of the directors, if all members of the Board of Directors shall individually or collectively consent in writing to that action. That consent shall be signed and filed with the regular minutes of the Board. Any certificate or document relating to an action so taken by written consent shall contain the words that the action was taken by the unanimous written consent of the Board of Directors of the corporation without a meeting of the Board of Directors and that the By-laws of the corporation authorized the Board of Directors to do so.

SECTION 7. A director may participate in a meeting of the Board of Directors by a conference telephone or similar communication equipment by which all persons participating in the meeting may hear each other; if all participants are advised of the communications equipment; and if the names of the participants in the conference are divulged to all participants. Participation in the meeting according to this Section constitutes presence in person at the meeting.

<u>SECTION 8.</u> The general order of business at meetings shall be conducted according to Robert's Rules of Order or Standard Parliamentary Procedure and shall essentially follow this format:

- 1. Call to order and proof of quorum
- 2. Proof of notice of the meeting
- 3. Reading of and any action on any unapproved minutes from the previous meeting
- Reports of officers and committees
- Unfinished business
- 6. New business
- 7. Election of Directors
- 8. Adjournment

SECTION 9. Any member wanting to attend and vote at any meeting must:

- 1. Be a member (property owner) in good standing
- 2. Sign in on the register

- 3. Submit satisfactory proof of any proxies in his/her possession from other members of good standing
- Receive a voting card with the number of votes allowed for him/her (one vote per lot owned by him/her and one vote per lot of any legal proxy presented by him/her)

SECTION 10. The requirements for voting at any meeting shall be:

- 1. The member requesting voting privileges is in good standing.
- 2. A quorum has been met.
- All quorum members with their proxies, if any, are still present at the time of the vote.
- Each member uses the voting card by holding it up when asked by the President, to enable the Board of Directors to see the number of legal votes to be counted.

## ARTICLE VI POWERS AND DUTIES OF DIRECTORS

<u>SECTION 1.</u> Subject to limitations in the Articles of Incorporation and these By-laws and the laws of the State of Washington, all powers of the corporation shall be exercised by or under the authority of the Board of Directors. It is hereby expressly declared that the Board of Directors shall have the powers listed in the remaining sections of this ARTICLE.

<u>SECTION 2.</u> To select and remove all the other officers, agents, directors and employees of the corporation, prescribe such powers and duties for them that are consistent with law, with the Articles of Incorporation or the By-laws, fix their compensation and require from them security for faithful service.

<u>SECTION 3.</u> To conduct, manage and control the affairs and business of the corporation and to propose to the membership any changes of rules and that are consistent with State law, the Articles of Incorporation or the By-laws, as they deem best.

<u>SECTION 4.</u> To charge, set fines and/or assess as described in the Articles of Incorporation the several parcels of land and /or the owners of the land.

<u>SECTION 5.</u> To cause to be kept a complete record of all minutes and acts and to present a full statement to the regular annual meeting of members showing in detail the condition of the affairs of the corporation.

<u>SECTION 6.</u> To act as liaison for the membership of Cedargrove, when a written complaint is presented to the board, of non-compliance with a county, state or federal agency. With the exception to investigate for written information /notification purposes, the alleged violation, the complaint received, the board shall have no authorization to contact, or interact with any member in the complaint; nor to harass, or threaten by phone or by mail or in person, any member in the complaint.

<u>SECTION 7.</u> To change, through the approval of the membership and legal council, the Articles of Incorporation and the By-laws of the corporation.

<u>SECTION 8.</u> To lawfully remedy any violation of the Articles of Incorporation or these By-laws. The remedy shall include fine or lien, as described in the just listed documents for each specific rule or regulation.

<u>SECTION 9.</u> To maintain the park facilities for the benefit of all the property owners who are or shall become members of CEDARGROVE MAINTENANCE COMPANY.

#### ARTICLE VII DUTIES OF OFFICERS

SECTION 1. President: The president shall preside at all meetings of the directors and the members; he/she shall sign as president all contracts or other instruments in writing authorized by the Board of Directors; he/she shall call special meetings of the directors or of the members whenever he/she deems necessary; he/she shall have and exercise under the direction of the Board of Directors the general supervision of the affairs of the corporation.

<u>SECTION 2.</u> Vice-President: The vice-president shall preside at all meetings in the absence of the president, and in the case of the absence or disability of the

president shall perform all other duties of the president which are incidental to his/her office.

SECTION 3. Secretary: The secretary shall issue all notices and shall attend and keep the minutes of all meetings; he/she shall have charge of all corporate books, records and papers; he/she shall be custodian of the corporate seal; shall attest his/her signature and impress with the corporate seal all written contracts of the corporation; and shall perform all other duties as are incidental to his/her office. After the annual meeting/special meeting he/she shall mail to each member a copy of the minutes, the treasury report, and announce that any governing documents that were amended and approved at that regular/special meeting are available upon request.

SECTION 4. Treasurer: The treasurer shall keep safely all monies and securities of the corporation and disburse the same under the direction of the Board of Directors. He/she shall cause to be deposited all funds of the corporation in a bank selected by the Board of Directors. At each annual meeting of the members, and at any time directed by the Board of Directors, he/she shall issue and present a full statement showing in detail the condition of affairs of the corporation. The treasurer shall have all the financial records examined annually by an accountant or CPA who is licensed with the State of Washington and approved by all the officers of the Board. This person or persons must not be a member or relative of a member of CEDARGROVE MAINTENANCE COMPANY.

SECTION 5. The executive secretary and/or assistant secretary and/or assistant treasurer, if appointed by the Board of Directors, shall perform such duties as may be designated to them.

SECTION 6. Any officer, other than the president, may occupy two offices concurrently, if the Board of Directors so directs.

SECTION 7. Park Manager: The park manager shall maintain the park in a condition that promotes the safe use of its facilities by the Membership and their guests. The manager will get his/her instructions first from the By-laws of CEDARGROVE MAINTENANCE COMPANY, then from the membership through motions made and favorably voted for at the Annual or Special Meetings of the Membership and last from the majority of the Board members. These instructions

will include the maintenance or repair of existing or future structures, cutting down trees or bushes, mowing, maintaining the play area and whatever other duties the Membership or the Board of Directors deems necessary for the safe use of the park. The manager will be responsible for the hiring of all persons who work in the park. All persons working in the park must be licensed and bonded. Those persons will answer to the manager only, or in his/her absence, to any member of the Board of Directors. If any condition exists at the park that may cause eminent or immediate danger to the membership, their property or their guests (i.e.: falling trees, structures or broken play area equipment) the manager may take whatever action that is prudent and safe to alleviate the situation. The manager will remit all bills and receipts to the Treasurer on a timely basis. These receipts will be original receipts only, with an explanation of the purpose of the bill. The manager will make a report at every meeting of the Board of Directors. The report will give in detail the condition of the park, the costs to date relating to the park and any future costs or problems of which the manager is aware.

## ARTICLE VIII ASSESSMENTS

SECTION 1. The members of the corporation shall be liable for the payment of such charges, fines or assessments as may from time to time be fixed and levied by the Board of Directors according to the Articles of Incorporation and these By-laws and subject to the provisions of the Articles of Incorporation and the By-laws. Charges, fines and assessments against the members shall be levied by the Board of Directors at a uniform rate per lot without distinction or preference of any kind. All charges, fines or assessments are to be expended according to the Articles of Incorporation.

SECTION 2. When any assessments, fines or charges are levied, each member assessed, fined or charged, with respect to the land and interests in the land and to which his/her membership is attached, shall pay the amount of the assessment, fine or charge to the corporation within thirty (30) days of the mailing of the notice of the assessment, fine or charge, along with all expenses, attorney's fees and reasonable costs involved with enforcing the levy. If left unpaid after sixty (60) days, the levy and any additional costs shall cause a lien to be placed upon the land and the membership attached to the land, and that lien will be superior to any and all other liens (except as described in Section 3 of this ARTICLE). That lien shall

be enforceable by foreclosure proceedings in the manner described by Washington State Laws for foreclosure of mortgages upon land, providing that the filing of that lien is dated at least four (4) months {one hundred-twenty (120) days} after the date of mailing of the notice for that assessment, fine or charge.

<u>SECTION 3.</u> A first mortgage lien placed upon any or those tracts which are recorded according to the laws of the State of Washington, shall be, from the date of recording of that first mortgage lien, superior to those assessments, fines or charges and the liens resulting from those assessments, fines or charges are levied by the corporation after the date of recording of the first mortgage; provided however, that the corporation is notified in writing of that first mortgage within thirty days after recording.

## ARTICLE IX AMENDMENTS

These By-laws may be amended at any time by a majority vote of those members present or by their proxy at any regular or special meeting of the corporation. The By-laws were originally adopted May 1, 1968 and amended August 1978, December 1992, March 1993, August 1995 and September 1996 and reprinted in June 1999 to comply with instruction of the members. Amended again in Aug 2001, 2002, and 2003. These By-laws, printed in September 2004, with all of the amendment changes, supersede all previous By-laws. These By-laws were amended August 26, 2006. Each amended and approved version of these By-laws shall be printed with the amendment changes; promptly recorded with the Auditor of Skagit County; and shall supersede any previous By-laws.

# ARTICLE X CORPORATE SEAL

The seal of the corporation shall be in a circular form and shall contain the words "CEDARGROVE MAINTENANCE COMPANY" and the words "Corporate Seal of Washington 1968" in the form and style as affixed in these By-laws by the impression of the corporate seal.

#### **ARTICLE XI** INDEMNIFICATION

The corporation has the power to indemnify from any liability, any and all of its Officers, Directors, Employees and Agents who may be personally sued for actions concerning the corporation under the provisions of Washington State Law RCW 24.03 and RCW 23B.17.030.

We, the undersigned, members of the Board of Directors of this corporation; upon an affirmative majority vote of those members present at the annual meeting of the membership, have 26th day of August 2006, set our hand and the corporate seal.

Jannette Keller, President

STATE OF WASHINGTON )

) ss

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Janette Keller and Kathleen Hancock are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as President and Secretary of Cedargrove Maintenance Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. DATED: September 8,2006

Notary Public in and for the State of Washington Washington Notary Skagit County.

12

My commission expires: 1-1-2008

PUBLIC 1-1-2008 OF WASH

#### EXHIBIT A

PO BOX 721	MAINTENANCE COMPANY			
CONCRETE W				
CONCRETE, W	A 98237			
	NOTICE OF CLAIM OF LIEN			
Grantee:	CEDARGROVE MAINTENANC	CE COMPANY		
Grantor:	(MEMBER'S NAME)			
	(LAST KNOWN ADDRESS)			
NOTICE IS HER	EBY GIVEN THAT ON THE	day of	, 2	
	ed claimant at the request of			
	ollowing described property in			
	operty owner or reputed owner			4
Parcel Number	Lot Number	CEDARGR	OVE ON THE	
SKAGIT, Skagi	County, Washington, Sections	14 & 15, Townsh	ip 35 North, Ra	nge
	or non-payment of assessment			
	aintenance Company for the y			
	d charges past due at this dat			
	costs included. Tota			nal
	percent (12%) interest annual			
STATE OF WA	SHINGTON ) ss			
County of Skag				
	Name) being sworn, say I am			
	MAINTENANCE COMPANY, o			
the foregoing of	claim, know the contents thereo	of and believe the	same to be just	
Signature				
Subscribed and	d sworn before me on the	day of	, 2	_•
Notary Public	in and for the State of Washir		kagit County. A	Λу

### **EXHIBIT B**

<b>RECORDED AT</b>	THE REQUEST C	OF:		
<b>CEDARGROVE</b>	MAINTENANCE	COMPANY		
PO BOX 721				
CONCRETE, W				
		LEASE OF LIEN		
		MAINTENANCE	COMPANY	
Grantor:	(MEMBER'S NA			
	(LAST KNOW	N ADDRESS)		
Auditor No		Volume No	Page I	No
NOTICE IS HER	EBY GIVEN THA	T ON THE	day of	, 2
the above name mentioned lien County, State of	is hereby releated Washington,	the request of the sed upon the foll Parcel Number _	e Corporate Proving describe	resident the above ed property in Skagit Lot Number
				35 North, Range 8
[ - [ - [ - [ - [ - [ - [ - [ - [ - [ -		erty owner is		·
	SHINGTON )	SS		
County of Ska	git )			
I, the (Officer's	NAME) being s	worn, say I am tl	ne ( <u>Name of C</u> imant above n	Office) of named. I have read
the foregoing	claim, know the	contents thereof	and believe th	ne same to be just.
Signature				
Subscribed an	d sworn before	me on the	_ day of	, 2
		tate of Washing		Skagit County. My

#### **EXHIBIT C**

#### CEDARGROVE MAINTENANCE COMPANY PROXY/ BALLOT

If you are unable to attend our Annual or Special Membership meeting, please complete, sign & mail this Proxy/Ballot to arrive before the date and time of the scheduled meeting.

	If your vote arrives after the meeting, it cannot be counted.				
l,c	owner of LOT (s) #	(or			
Address)					
in Cedargrove on the Skagit, and a mer	mber in good standing,	do hereby authorize			
	to act	as my proxy in all			
business at the CEDARGROVE MAINTEN Special Meeting	IANCE COMPANY Annu	al General or			
being held on					
Signed:					
Date:	<u> </u>				
When your Proxy/Ballot is completed a please give it to the person you design mail it to: Cedararove Maintenance Company, P.O.	ate OR	A/A 09227			



### AMENDMENT TO THE BY-LAWS CEDARGROVE MAINTENANCE COMPANY

On Saturday, March 26, 2011 the membership in attendance at the Spring Membership meeting of Cedargrove Maintenance Company approved, by majority vote, the following addition to the By-laws.

This subsection is in addition to the originally recorded version of the By-laws of Cedargrove Maintenance Company, Article II, Section 3, Skagit County Auditor Number 200609110132.

#### Article II, Section 3:

a) No transfer of ownership may occur on any such tract before any and all monies, deemed by the corporation to be owed, are paid in full within 30 days of the date of sale. Monies owed may include, but are not limited to: liens, assessments, fines or other charges regardless of the age of debt. If after 30 days of a completed sale and no satisfaction of monies owed was made, a new lien will be filed in the name of the purchaser, heir or assign and this lien shall be foreclosed pursuant to RCW 60.04 and all relief granted in RCW 60.04 excepting the filing and litigation commencement. This Article II, Section 3, Subsection A shall take effect on all sales occurring on or after January 1, 2011.

STATE	OF	WASHINGTON	
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**COUNTY OF SKAGIT** 

I certify that I know or have satisfactory evidence that Kathleen Hancock and Jan Pope are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as President and Secretary of Cedargrove Maintenance Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

PUBLIC 12-31-2011

DATED: April 4, 2011

Notary Public in and for the State of Washington, residing in Skegit County.

Darcie Lloyd Name Printed

My commission expires: 12/31/9011

Membership\_Approved\_Amendment\_By-laws\_3\_2011

201104040113 Skagit County Auditor

4/4/2011 Page

2 of

2 1:25PM