

CEDARGROVE MAINTENANCE COMPANY

Annual Membership Meeting

Meeting Packet

May 2026 · Cedargrove on the Skagit · Concrete, WA

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PART I

Proposed By-law & CCR Amendments

For Membership Vote — May 2026 Annual Meeting

The following nine amendments are proposed for adoption at the May 2026 Annual Membership Meeting of Cedargrove Maintenance Company. Each amendment requires a majority vote of members present or by proxy to be adopted, except where a two-thirds (2/3) vote is otherwise required by the By-laws. Members unable to attend may submit a proxy ballot in advance.

Amendment 1 — Excessive Dog Barking

Amends: *CCR Article II, Section 1(b) — Dogs (addition of sub-clause)*

Proposed New Language — CCR Article II, Section 1(b), add:

Excessive Barking: Any dog or dogs that bark, howl, or whine in a continuous, repeated, or persistent manner so as to disturb the peace, quiet, or comfort of neighboring property owners or residents shall constitute a nuisance. Excessive barking is defined as audible barking that continues for more than fifteen (15) consecutive minutes, or more than thirty (30) minutes in any one-hour period, between the hours of 8:00 a.m. and 9:00 p.m., or any audible barking lasting more than five (5) consecutive minutes between the hours of 9:00 p.m. and 8:00 a.m.

It is the duty of the property owner to take reasonable steps to prevent or correct excessive barking. Complaints shall be submitted in writing to the Board. Upon receipt of a complaint, the Board shall issue a written notice to the property owner. Failure to remedy the nuisance within fifteen (15) days of written notice shall subject the member to fines as set forth in the current fine schedule.

Amendment 2 — Short-Term Rental Contact Requirements

Amends: *CCR Article II — new Section 3 (Short-Term Rentals)*

Proposed New Language — CCR Article II, add Section 3:

Section 3. Short-Term Rentals. For purposes of this section, a "Short-Term Rental" is defined as any property rented or offered for rent to transient guests for a period of thirty (30) consecutive days or fewer, including but not limited to listings on platforms such as Airbnb, VRBO, or similar services.

Any member operating a Short-Term Rental within Cedargrove on the Skagit shall, prior to listing the property and annually thereafter, provide the following information in writing to the Board of Directors:

- Owner's full legal name, current mailing address, phone number, and email address;
- Name, phone number, and email address of a local emergency contact who can respond to the property within two (2) hours;
- Name, phone number, and email address of the property manager or management company, if applicable;

The property owner remains fully responsible for ensuring that all guests and renters comply with the CCRs, By-laws, and rules of Cedargrove Maintenance Company. A copy of the bylaws must be available in print within the short term rental, and the Board reserves the right to inspect this provision is being upheld. Failure to provide the required contact information within thirty (30) days of written notice from the Board shall subject the member to fines as set forth in the current fine schedule.

Renters of the short term rental are allowed to use the park, provided they abide by the rules of the neighborhood provided to them in print. Owners are ultimately responsible for the conduct of their renters.

Amendment 3 — Official Website & Electronic Delivery of Minutes

Amends: By-laws Article VII — new Section (Website) + Article V, Section 3 (notice method)

Proposed New Language — By-laws Article VII, add new Section:

Section _____. Official Website. The corporation shall maintain an official website at www.cedargroveskagit.com. The website shall serve as an official communication channel of Cedargrove Maintenance Company and may be used for the following purposes:

- Posting the annual meeting minutes following approval by the Board;
- Publishing current CCRs, By-laws, and amendments;
- Posting notices, announcements, and fine schedules;
- Any other communication the Board deems appropriate.

Following each annual or special meeting, the Secretary shall post the approved minutes to the official website within thirty (30) days of approval. Posting to the website shall satisfy the requirement to make minutes available to members. Physical copies shall be provided upon request at no charge.

Amendment 4 — Member Email List

Amends: By-laws Article VII — new Section (Electronic Communications)

Proposed New Language — By-laws Article VII, add new Section:

Section _____. Electronic Communications & Member Email List. The corporation shall maintain a member email list for the purpose of delivering non-emergency communications, including but not limited to meeting notices, newsletters, and annual minute availability notifications.

Participation in the email list shall be governed as follows:

- Current members: Paper mail shall remain the default method of communication. A current member who wishes to receive non-emergency communications by email instead of paper mail may opt in by submitting a written request (including email address) to the Secretary. Members who opt in will receive non-emergency items by email in lieu of paper mail.
- New members (joining after the effective date of this amendment): New members shall provide their email address to the Secretary within thirty (30) days of completing their property purchase. Email communications shall be the default for new members. A new member who does not wish to receive communications by email may opt out by submitting written notice to the Secretary, after which paper mail shall be used. The Board of Directors shall include notice of this email

requirement in any welcome materials provided to new property owners, and shall work in good faith with the title company or seller's agent to ensure new owners are informed of this requirement at or near the time of closing.

- Emergency notices and official legal notices (including lien notices) shall continue to be delivered by U.S. mail to the member's address of record, regardless of email opt-in status.
- A member may withdraw from the email list at any time by submitting written notice to the Secretary, after which paper mail shall resume as the default.

The Board shall maintain the confidentiality of member email addresses and shall not share the list with third parties. The email list shall be used solely for official Cedargrove Maintenance Company communications.

Amendment 5 — Webmaster Position

Amends: By-laws Article VII — new Section (Webmaster)

Proposed New Language — By-laws Article VII, add new Section:

Section _____. Webmaster. The Board of Directors may appoint a Webmaster to administer and maintain the official corporation website. The Webmaster may be a member of the corporation or, if no qualified member is available, a non-member retained by the Board. The Webmaster need not be a Director or officer of the corporation.

The duties of the Webmaster shall include:

- Maintaining the official website in a functional and up-to-date condition;
- Posting approved minutes, CCR/By-law updates, meeting notices, and other materials as directed by the Board;
- Managing domain registration, hosting accounts, and website access credentials on behalf of the corporation;
- Transferring all credentials and access to the Board upon the conclusion of their appointment.

The Webmaster shall serve at the pleasure of the Board and may be removed by majority vote of the Board at any time. As compensation for their service, the Webmaster shall receive a full waiver of their annual dues for each year in which they serve in the role. The Webmaster position does not constitute a corporate officer position under these By-laws.

Amendment 6 — Board Authority When Annual Quorum Is Not Reached

Amends: By-laws Article V, Section 3 (amendment/addition)

Proposed New Language — By-laws Article V, Section 3, add the following:

Notwithstanding the above, in the event that a quorum is not reached at a duly noticed Annual Meeting, the Board of Directors shall retain the authority, at that same meeting, to convene as a Board and vote independently on any business item on the published meeting agenda, including proposed amendments to the By-laws and CCRs. Such a vote shall be conducted solely among the Directors

present at the meeting; members in attendance may not vote under this provision. Any such Board action shall require approval by a majority of the seated Directors in order to pass.

The results of any vote taken under this provision shall be recorded in the minutes and shall carry full legal effect. This provision applies to Annual Meetings only; special meetings shall continue to require a quorum as set forth in these By-laws.

Notice of any agenda items subject to a vote must have been included in the meeting notice mailed or delivered to all members no fewer than ten (10) calendar days prior to the meeting date.

Amendment 7 — Removal of Director for Meeting Absences

Amends: By-laws Article IV — Directors (new Section)

Proposed New Language — By-laws Article IV, add new Section:

Section _____. Removal of Director for Excessive Absences. Regular attendance at Board meetings is a material obligation of serving as a Director of Cedargrove Maintenance Company. A Director shall be subject to removal by vote of the remaining Board of Directors if either of the following conditions is met:

- The Director misses two (2) consecutive regularly scheduled Board meetings; or
- The Director misses three (3) or more regularly scheduled Board meetings within any five (5) month period.

Before any removal vote is held, the following procedure shall be observed. Upon determining that a Director has met one of the above absence thresholds, the Secretary shall send written notice to that Director by U.S. mail and, if an email address is on file, by email. The notice shall state: (1) the specific absences giving rise to the removal consideration; (2) the date, time, and location of the Board meeting at which the removal vote will be held, which shall be no sooner than ten (10) calendar days after the date of mailing; and (3) that the Director has the right to appear at that meeting to address the Board before the vote is taken.

At the designated meeting, the Director shall be given a reasonable opportunity to speak before the vote is conducted. The removal vote shall then proceed among the remaining Directors present. Removal requires an affirmative vote of a majority of the remaining seated Directors. A Director removed under this section shall be deemed to have vacated their position as of the date of the vote, and the vacancy shall be filled in accordance with the vacancy provisions of these By-laws. Removal under this section does not preclude the removed Director from standing for election at the next Annual Meeting.

Amendment 8 — Fine and Fee Appeal Process

Amends: By-laws Article VI — Powers and Duties of Directors (new Section)

Proposed New Language — By-laws Article VI, add new Section:

Section _____. Fine and Fee Appeal Process. Any member who has been assessed a fine, charge, or special fee by the Board of Directors shall have the right to appeal that assessment. The following procedure shall govern all appeals:

1. Notice of Appeal: The member must submit a written notice of appeal to the Secretary within thirty (30) calendar days of the date of the written notice of assessment. Appeals submitted after this deadline shall not be considered and the assessment shall stand.
2. Contents of Appeal: The written notice of appeal shall include the member's name, lot number(s), the assessment being appealed, the amount, and a clear statement of the grounds for the appeal.
3. Hearing: The Board shall schedule an appeal hearing at its next regularly scheduled Board meeting following receipt of the appeal, provided the appeal was received at least seven (7) days prior to that meeting. If not, the hearing shall be held at the subsequent Board meeting. The member shall be notified in writing of the hearing date no fewer than seven (7) days in advance.
4. Appearance: The member shall have the right to appear before the Board at the hearing to present their case. The member may bring supporting documentation. The Board may ask questions but the hearing shall not be conducted as a formal legal proceeding.
5. Decision: Following the hearing, the Board shall vote on whether to uphold, reduce, or rescind the assessment. A majority vote of the Directors present shall determine the outcome. The Board's decision shall be communicated to the member in writing within fourteen (14) days of the hearing and shall be final.
6. Effect on Payment: Filing an appeal does not suspend the obligation to pay the assessed amount. However, if the appeal results in a reduction or rescission of the assessment, any overpayment shall be credited to the member's account. Interest shall not accrue on a disputed assessment during the pendency of a timely-filed appeal.

Amendment 9 — Process for Filling Vacant Board Positions

Amends: *By-laws Article VI — Powers and Duties of Directors (new Section)*

Proposed New Language — By-laws Article VI, add new Section:

Section _____. Process for Filling Vacant Board Positions. This section governs the process for filling vacant Director positions on the Board of Cedargrove Maintenance Company, with the intent of ensuring that members who seek to serve do so with demonstrated commitment to the community. The following rules apply:

- 1) Equal or fewer volunteers than vacancies: Where the number of members who volunteer to fill Board vacancies at the Annual Meeting does not exceed the number of open positions, each volunteer shall be required to attend the following June Board meetings, with written notice of intent to serve provided to the Secretary no fewer than seven (7) days prior to the August meeting. Volunteers who fulfill this attendance requirement shall be inducted as voting Board members at the August Board meeting.
- 2) More volunteers than vacancies: Where the number of members who volunteer to fill Board vacancies at the Annual Meeting exceeds the number of open positions, the current Board shall conduct interviews of all prospective candidates at the June Board meeting. The Board shall then vote at the August Board meeting to fill the vacancies from among the candidates. A majority vote of the seated Directors shall determine who is appointed.

- 3) Board solicitation of candidates: The Board may, at its discretion, solicit current members in good standing to volunteer for Board service. Members recruited in this manner shall become voting Board members at the following Annual Meeting.

PART II

Proposed Fine & Fee Schedule

Proposed — Effective upon Membership Adoption

This schedule establishes the fines and fees applicable to violations of the Cedargrove Maintenance Company By-laws, Conditions, Covenants and Restrictions (CCRs), and community rules. All fines are per violation, per lot, unless otherwise noted. The Board of Directors reserves the right to assess fines in accordance with this schedule and may update this schedule by Board resolution, provided that any updated schedule is posted to the official website and mailed to all members within thirty (30) days of adoption.

Escalation timelines begin on the date of the initial written notice of violation. All notices shall be sent by U.S. mail to the member's address of record. Where a member has opted in to email communications, notice may also be sent by email, but mail remains the official notice method.

Section 1 — Annual Dues & Assessments

1.1 Annual Membership Dues

Item	Amount	Due Date	Grace Period	Late Fee	Notes
Annual dues (per lot)	\$85.00	Jan 1	30 days	\$40.00	12% annual interest after 60 days. Lien may be filed after 120 days.

Section 2 — Property & Nuisance Violations

Fines below are per violation. Daily fines accrue each calendar day the violation remains unresolved past the threshold date.

Violation	Initial Fine	30 Days	60 Days	90 Days	Notes
Vehicles & Equipment					
Inoperable / unlicensed vehicle (>1 on private property)	\$100	\$150/day	\$200/day	Removal + lien	Per Art. II §1(a). Each vehicle = separate violation.
Egregious off-road / unlicensed vehicle operated on public property	\$150	\$200	\$300	\$500 + removal	Per Art. II §1(c).

Violation	Initial Fine	30 Days	60 Days	90 Days	Notes
Motor vehicle in park	\$75	\$100	\$150	\$200	Per park rules.
Animals					
Dog at large / off leash outside property	\$50	\$75	\$100	\$150	Per Art. II §1(b). Each incident.
Excessive barking (per Amendment 1)	\$50	\$75/day	\$100/day	\$150/day	Notice required before fine.
Prohibited livestock / fowl on property	\$100	\$150/day	\$200/day	\$300/day + removal	Per Art. II §1(f).
Roosters (prohibited; hens only up to 5)	\$100	\$150/day	\$200/day	\$300/day + removal	Per Art. II §1(g).
Garbage & Waste					
Improperly stored household garbage	\$100/day	\$100/day	\$150/day	\$200/day	Per CCR Art. I §1. Fine begins on date of notice.
Rental property: no weekly garbage service + complaint	\$250 + \$100/day	\$250 + \$150/day	\$250 + \$200/day	\$250 + \$250/day	Immediate fine upon confirmed complaint.
Noise					
Loud/obnoxious noise (equipment) — quiet hours	\$75	\$100	\$150	\$200	Sun–Thu 9pm–8am; Fri–Sat 10pm–8am.
Loud music / electronic noise — any time	\$75	\$100	\$150	\$200	Per Art. II §1(d). Any time, any day.
Unsightly Property					
Unsightly objects visible to public / neighbors	\$100/day	\$100/day	\$150/day	\$200/day	Per CCR Art. I §2. Junk vehicles, furniture, debris.
Fences, Structures & Signs					
Unapproved fence, wall, or structure	\$100	\$150	\$200	\$300 + removal order	Board approval required.
Unauthorized billboard or sign	\$75	\$100	\$150	\$200 + removal	Per Art. of Incorporation §11.

Section 3 — Community Park Violations

All park violations may result in suspension of park access privileges for a period determined by the Board, in addition to any fine.

Violation	Initial Fine	30 Days	60 Days	90 Days	Notes
Alcohol or drugs in park	\$100	\$150	\$200	\$300 + ban	Per park rules §2(c).
Fire or fireworks in park	\$150	\$200	\$300	\$500 + ban	Per park rules §2(e).
Overnight camping or parking	\$75	\$100	\$150	\$200 + ban	Per park rules §2(f).
Guest unaccompanied by member	\$50	\$75	\$100	\$150	Per park rules §2(b).
Failure to clean up litter/trash	\$50	\$75	\$100	\$150	Per park rules §2(g).
Park use after dusk or before dawn	\$50	\$75	\$100	\$150	Per park rules §2(a).

Section 4 — Rental Property Violations

Per By-laws Article VIII, Section 4, rental properties that violate the CCRs or By-laws and fail to pay assessed fines within thirty (30) days of notification are subject to additional penalties.

Violation	Initial Fine	30 Days	60 Days	90 Days	Notes
CCR / Bylaw violation — rental property	Per schedule	+\$500	+\$500	+\$500 + lien	Each infraction after 30-day notice = additional \$500.
Failure to provide required STR contact info	\$100	\$150	\$200	\$300 + Board action	Per Amendment 2.
Failure to provide STR license number	\$100	\$150	\$200	\$300	Per Amendment 2.

Section 5 — Dues Delinquency & Lien Process

Milestone	Action
Jan 31 — 30 days past due	Late fee assessed: \$40.00
Mar 1 — 60 days past due	12% annual interest begins accruing on total balance owed
May 1 — 120 days past due	Board may file Notice of Claim of Lien with Skagit County Recorder. Lien filing fee passed through to member.
After lien filing	Foreclosure proceedings may be initiated per Washington State law. All legal costs and fees shall be the responsibility of the delinquent member.

General Notes & Administration

1. All fines are assessed per lot, per violation, per day (where daily fines apply), unless otherwise specified.
2. Written notice by U.S. mail is required before any fine begins accruing, except where noted as an immediate fine.
3. The 30/60/90-day escalation clock starts on the date of the initial written notice, not the date the violation began.
4. Members may appeal any fine or assessment within thirty (30) days of notice per the appeal process in Amendment 8.
5. The Board may waive or reduce fines in documented cases of genuine hardship or where the violation was promptly corrected, by majority Board vote.
6. This schedule supersedes all prior informal or unwritten fine practices. The Board shall post this schedule to the official website and make physical copies available upon request.
7. The Board may update this schedule by majority Board resolution. Changes shall be posted to the website and mailed within thirty (30) days of adoption.

Adopted by Membership Vote: _____ | Effective Date: _____