

**BYLAWS
OF
CAPE HORN MAINTENANCE CO.**

ARTICLE I

Purposes

SECTION 1. Cape Horn Maintenance Co. (herein also referred to as the Corporation) shall be conducted as a non-profit maintenance corporation for the purpose set forth in Washington.

SECTION 2. The Corporation shall have the power to levy and collect dues against its members for the purposes in its Articles of Incorporation and Bylaws set forth, and to sell or forfeit their interest in the Corporation for default with respect to any lawful provisions of said Articles of Incorporation and Bylaws and upon forfeiture of any such property as by law and in the Bylaws provided, may transfer the membership of such defaulting member.

SECTION 3. The purpose for which this Corporation was created may be altered, modified, enlarged or diminished by the vote of two-thirds of the members in good standing at a meeting duly called for such purpose, notice of which meeting shall be given in the manner provided by the Bylaws of giving of notice for the election of Trustees.

ARTICLE II

Membership

SECTION 1. The membership of the Corporation shall consist of and be limited to the incorporators and the owners or purchasers of tracts in the area described in Article II of the Articles of Incorporation, who shall have one membership regardless of the number of tracts so owned or purchased, and the interest of each member shall be equal to that of any other member, and no member can acquire any interest which shall entitle him/her to any greater voice, vote, or authority in the Corporation than any other member. A purchaser under contract of purchase shall be deemed to be an owner for membership purposes. If any tract or tracts are held by two or more persons, each such person shall be required to be a member of the Corporation and each shall be entitled to the same vote and authority as any other member. For the purposes of these Bylaws, a husband and wife shall be considered collectively as one person.

SECTION 2. Except as herein before otherwise provided and as declaratory of the foregoing, no membership shall be voted unless represented by the owner or purchaser as afore described of an individual tract or tracts to which it is and shall be inseparably appurtenant.

SECTION 3. Membership and certificates of membership evidencing the same shall be inseparably appurtenant to tracts owned by the members, and upon transfer of ownership, or contract of sale, of any such tracts, membership or certificates of membership shall ipso facto be

deemed to be transferred to the contract purchaser. No membership or certificate of membership any be transferred, assigned, or in any manner conveyed, other than in the manner herein before set forth. In the event of the death of a member, the membership of such member shall be and become the property of the personal representative of such deceased member upon the appointment and qualifications as such in a judicial proceeding and such personal representative shall have all the rights, privileges, and liabilities of the decease member until title shall be transferred or contracted to be transferred.

SECTION 4. No membership shall be forfeited nor member be expelled except upon foreclosure for non-payment of assessments, and no member may withdraw except upon transfer of title to the real property to which his/her membership is pertinent, as elsewhere herein provided; provided however, that the right to vote at membership meetings and the right to use the facilities of the Corporation shall extend only to members in good standing, all of whose assessments 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 the Corporation.

SECTION 5. In the event that any member of this corporation, his family, or guest shall violate the Articles of Incorporation or Bylaws of this corporation, or the rules and regulations established by the Board of Trustees, such member may be prohibited from using the facilities and enjoying the benefits of this corporation for such a period as the President of the Cape Horn Maintenance Co. shall direct.

ARTICLE III

Dissolution

In the event of the dissolution to 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

Trustees and Officers

SECTION 1. Corporate powers of the Corporation shall be vested in a Board of Trustees. The number of Trustees who shall manage the affairs of the Corporation shall be five. At any meeting or special meeting called there for members may increase or decrease the number of Trustees to any number not more than nine or less than three.

SECTION 2. Trustees shall be elected to serve for four years, or until their successors are elected and are duty qualified.

SECTION 3. Each trustee shall be an incorporator or a member who shall not have lost his/her right to vote by reason of having disposed of land to which his/her membership is appurtenant.

SECTION 4. In the event a Trustee, other than an incorporator, ceases to be an owner of the land to which his/her membership is appurtenant, or of a contract for the purchase thereof, he/she shall there by cease to be a Trustee and his/her office shall become vacant upon written notification without action other than to spread such fact upon the minutes of the Board of Trustees.

SECTION 5. At the first meeting of the Board of Trustees, after each annual meeting of the members, the Board of Trustees shall elect a President, Vice-President, Secretary, and Treasurer. The Board of Trustees may also at any time appoint an Executive Secretary and/or Executive Treasurer. Officers of the Corporation so elected shall hold office for the term of one year and until their successors is qualified. No Trustee shall serve as President of the Board of Trustees until such member has served a minimum of one year as a board member. Any officer may be suspended or removed from office by a majority vote of the Trustees in attendance at an official special meeting of the Board of Trustees called for the purpose.

SECTION 6. No Trustee or officer, except the Executive Secretary and/or Assistant Secretary and/or the Assistant Treasurer shall receive any salary or compensation from the Corporation for duties performed in said position.

SECTION 7. Any vacancy occurring in the Board of Trustees shall be filled by appointment by a majority of the remaining Trustees. The person so appointed shall hold office until the next regular meeting of the members of the Corporation at which annual meeting the vacancies for the remainder of the original terms, if any, shall be filled by election by the members in the regular manner.

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 Trustees may elect. The annual meetings shall be held on the second Saturday of each July or at such other time as the Board of Trustees may elect. Notice thereof shall be given by the Secretary by mailing notice to each member not less than ten days prior to the date of the meeting.

SECTION 2. Special meetings of the members may be called at any time by a majority of the Board of Trustees or by members representing twenty-five percent of the tracts within the jurisdiction of the Corporation. Notice of a special meeting stating the object thereof, shall be given by the Secretary by mailing such notice to each member not less than five days prior to the date on which such meeting is to be held.

SECTION 3. At all annual and special meetings of the members ten percent (10%) of all members of the corporation in good standing shall constitute a quorum for the transaction of business. Each member shall be entitled to one vote. A simple majority of voting members represented personally shall be required to pass any issue that requires a vote.

SECTION 4. Special meetings of the Board of Trustees shall be called at any time by the Secretary on order of the President or of a majority of the Board of Trustees. The Secretary shall give each Trustee notice, personally, verbally, by mail, or by telephone of all regular and special meetings at least one day previous thereto.

SECTION 5. A member/lot owner may exercise his/her right to vote either in person or by mail at all annual or special meetings.

ARTICLE VI

Powers and Duties of Trustees

SECTION 1. Subject to limitations in the Articles of Incorporation and the Bylaws and Laws of the State of Washington, all powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be controlled by the Board of Trustees. Without prejudice to such general powers, and subject to the same limitations, it is hereby expressly declared that the Trustee shall have the following powers: To maintain the park facilities for the benefit of all property owners who are or shall become members of Cape Horn Maintenance Co.

SECTION 2. To select and remove all the other officers, agents, and employees of the Corporation, prescribe such powers and duties for them as may not be inconsistent with law, with the Articles of Incorporation or the Bylaws, fix their compensation and require from them security for faithful service.

SECTION 3. To conduct, manage, and control the affairs and business of the Corporation and to make such rules and regulations therefore not inconsistent with law, with the Articles of Incorporation, or the Bylaws as they may deem best.

SECTION 4. To issue certificates of membership only to the owners of purchasers of tracts herein before described, subject to such conditions or terms as provided in the Articles of Incorporation and the Bylaws.

SECTION 5. To charge and/or assess the several parcels of land and the owners thereof as herein before more particularly set forth.

SECTION 6. To cause to be kept complete records of all minutes and acts and to present a full statement in detail the condition of the affairs of the Corporation.

ARTICLE VII

Duties of Officers

SECTION 1. *President.* The President shall preside at all meetings of the Trustees and members, he/she shall sign as President all certificates of membership and all contracts or other instruments in writing authorized by the Board of Trustees, he/she shall call special meetings of the Trustees whenever he/she deems it necessary, he/she shall have and exercise under the direction of the Board of Trustees the general supervision of the affairs of the Corporation. The President shall be responsible for enforcing the Articles of Incorporation and Bylaws and any rules and regulations established by the Board of Trustees.

SECTION 2. *Vice-President.* The Vice President shall preside at all meetings in the absence of the President, and in case of the absence or disability of the President shall perform all the other duties of the President which is incidental to his 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.

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 Trustees. He/she shall cause to be deposited all funds of the Corporation in the bank selected by the Trustees, he/she shall issue and present a full statement showing in detail the condition of the affairs of the Corporation.

SECTION 5. The Executive and/or Assistant Secretary and/or Assistant Treasurer, if appointed by the Board of Trustees, shall perform such duties as may be designated to it.

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

ARTICLE VIII

Certificates of Membership and Transfers

SECTION 1. A certificate of membership in the Corporation may be issued to each member. All such certificates shall be signed by the President or Secretary.

SECTION 2. All memberships and certificates evidencing same shall be inseparably appurtenant to the tracts, or fractional tracts owned by the holders thereof and upon sale or contract to sell, such membership and such certificates shall become the property of the grantee or purchaser as herein before provided. No transfer of membership shall entitle the transferee to vote the same

until it has been established to the satisfaction of the Secretary that such transfer is bona fide and has been made in the manner provided.

SECTION 3. Unless specifically requested by the owner and holders thereof it shall not be necessary that certificates of membership be actually issued to any owner or purchaser of a tract or tracts within the said district. Purchaser may exercise all of the rights and privileges and shall be subject to all of the liabilities of membership without the actual issuance and possession of such certificates of membership.

ARTICLE IX

General Rules

SECTION 1. Effective September 1, 2014 the rental of any property in Cape Horn will be allowed as long as the rental premises are a “stick built” house or a mobile or manufactured home. After the effective date of this Bylaw, no other structure or vehicle of any form whatsoever (including but not limited to recreation vehicles, boats, campers, trailers, tents, garages, sheds, etc.) shall be used at any time as rental premises, provided that tenancies existing as of that date may continue without change thereafter.

For purposes of this Bylaw, “rental”, or “rental premises” means property occupied by someone other than the owner, as a tenant, whether or not monetary rent is actually paid, or rent is paid in some form other than money, i.e., services, maintenance or repairs to the subject premises, etc., and also regardless of whether the tenancy is verbal or written, or of a specific duration or not.

The Cape Horn Board shall have power to make exceptions to the rent prohibition as set forth above, upon a showing of circumstances which an emergency for the property owner, such as illness, death, loss of income, or other substantial reason which prevents the property owner from occupying the premises, personally. Any such exception shall be for a predetermined period not to exceed one year, or until the property is sold, whichever event occurs first.

SECTION 2. Members who rent or lease their property shall provide Cape Horn Maintenance Co. with a Tenant Undertaking in the form attached hereto within 10 days of entering into any oral or written rental or lease agreement.

SECTION 3. A premises shall be considered rented or leased when that premises shall be occupied by any persons, not the owners, for a continuous period of longer than 14 days or more than an aggregate of 30 days in any one calendar year.

SECTION 4. Written notice shall be given to owner and tenant of each violation by the tenant of the Bylaws and Rules of Regulations of Cape Horn Maintenance Co. at which time owner may be asked by the Corporation to evict tenant for violation(s).

SECTION 5. The owner shall be held jointly and severally responsible for all violations of the covenants, Bylaws, Rules and Regulations of Cape Horn Maintenance Co. by their tenant.

SECTION 6. It shall be a violation of the Bylaws and Rules and Regulations of Cape Horn Maintenance Co. for any member to misrepresent to the Corporation the rental or lease status for his/her property.

SECTION 7. Failure to comply with any section hereunder of this article as it now exists or may hereinafter be amended, or any new section, shall result in a fine of \$500.00, and such fine shall be paid within thirty (30) days of the written notice of such violation and if it is not so paid within 30 days then a fine of an additional \$500.00 shall be incurred for each succeeding month it remains unpaid. Any fine remaining unpaid shall be added to the annual assessment imposed upon such lot owner and be subject to the same assessment collection procedures as provided for in ARTICLE X of these Bylaws. However, any fine levied for violation of these General Rules shall not be considered when imposing the annual limitation set in ARTICLE X. Any and all costs including attorney's fees, connected with the enforcement of these General Rules by the Association shall be collectible as part of this procedure.

SECTION 8. Each owner shall maintain his/her property in a clean condition, free of debris and in keeping with the surrounding area. Trees which represent a hazard to neighboring property should be removed.

SECTION 9. The property owner shall be responsible for payment of any fine, assessment or penalty levied against a member of his/her family, his/her tenant, his/her invitees and/or his/her agent.

SECTION 10. Each owner of property in Cape Horn on the Skagit (herein referred to as Cape Horn) will provide the Corporation with an address and telephone number at which he/she can be reached.

SECTION 11. No obnoxious or offensive activity shall be carried on upon any property within Cape Horn, nor shall anything be done thereon which may become an annoyance or nuisance to adjacent property owners or affect the quiet enjoyment of the neighborhood. This shall include, but not limited to, prolonged excessive noise, loud music, barking dogs, motor vehicle noise, etc.

SECTION 12. All RV's residing in Cape Horn on a permanent basis (more than 30 consecutive dates), either occupied or vacant, will need to be 10 model years or newer. The age limit does not apply to short term recreational usage. Exceptions can be approved by the board of trustees on a case-by-case basis. The RV's appearance and condition will determine the board's decision to approve or not. Additionally, lot owners are allowed to exceed the 2 RV's per lot limit for short term recreational usage lasting no more than two weeks.

SECTION 13. In addition to the fines that may be imposed because of a violation of this Article; the Corporation may remove, after TEN (10) days written notice to the lot owner, any of offensive material deemed to be in violation of Section 7 and 11 of this article, and/or the Corporation may remove any mobile home or manufactured home deemed to be in violation of Section II hereof, at the owner's expense, including any off-premises storage that may be required. All these costs shall be assessable to the offending lot owner and collectible by the Corporation pursuant to Section 6 above.

SECTION 14. *Vehicle regulation.* Definition: A vehicle is defined as, but not limited to; passenger car, van, pickup truck or larger truck, bus, trailer, motorized or tow type RV, any pickup camper not situated on a pickup truck.

Any and all vehicles parked on any lot in Cape Horn shall be operable and have a valid and current license. This license must be the license that was issued to the VIN/SN of the vehicle the license is attached to. The current registration must be in the name of the lot owner or current resident of the property and must be with the vehicle for verification. The owner of any lot that appears to have any noncompliant vehicles on site, as determined by the Board of Trustees, and based on a written complaint from any Cape Horn property owner shall be immediately notified of the alleged violation. Notice shall be by certified/registered mail with return receipt requested. Said property owner shall have fifteen (15) days from the date of notice to comply in the following manner. 1) Have all vehicles that are in violation removed completely from within the boundaries of Cape Horn. 2) Allow and be present for or appoint an alternate to be present for an onsite compliance inspection by a person or persons appointed by the Board of Trustees. The vehicle removal and inspection must be completed by the end of the 15th day at which time fines and penalties will be assessed. Note; moving any vehicles that are in violation of this rule to a different lot anywhere in Cape Horn will be considered a gross and purposeful violation of the bylaws. The present fines as determined by the Board of Trustees will be \$500.00 per month per noncompliant vehicle. However, if a vehicle is moved to another lot within the boundaries of Cape Horn the fine will increase to \$600.00 per month per noncompliant vehicle and will be levied against the property owner where the vehicle was located at the time of the notice of violation. All fines shall be added to the annual assessment and subject to the same collection rules and proceedings.

SECTION 15. *Animal Regulations – Dogs.* It shall be a violation of the Cape Horn Rules and Regulations for any resident to violate the following rules and regulations concerning animals within Cape Horn. All dogs, both male and female, natural or sterilized, must be restrained or confined within property limits of its owner or keeper by a suitable fence or enclosure or securely restrained within the premises by a leash affixed to a post or other securely fixed object. An animal may be on cord, thong, or chain. At a length of 20 feet or less, which an animal is controlled by the person accompanying the animal. An animal is at large of running loose to be off the premises of the owner and not under control of the owner or an authorized person either by leash or otherwise in Cape Horn. An animal within an automobile or other vehicle shall be deemed to be restrained. It shall be against the rules of Cape Horn for the keeper of a dog or animal to harbor or permit the animal which by frequent or habitual howling, yelping or barking is audible or bothersome to persons on adjacent property in Cape Horn. It shall be against the Rules of Cape Horn for the owner or keeper to permit a vicious, predatory, destructive, or diseased animal to run at large after the owner or keeper has been notified that such animal has been so classified. Any person reasonably apprehensive over the safety of his/her person, his/her family, or his/her property because of the threatening, vicious, or predatory action of any dog, may make a written complaint giving such information to the Secretary of Cape Horn Maintenance Co. and the Board of Trustees of Cape Horn Maintenance Co. will contact the owner of the dog. A decision will be made then to either contact the Skagit County Sheriff Department or the Humane Society or whether to levy a fine and to see that the dog is restrained.

Any person found violating any terms of Animal Regulations for which no other penalty is expressly provided in this article may be fined any sum not to exceed \$500.00 for each offense.

SECTION 16. *Waste Disposal and Water line Obstruction.* No owner can operate a non-permitted septic or dump waste illegally, All lot owners must provide proof of proper waste disposal to the office within a week of request or will be subject to being fined according to the fine schedule. This includes but is not limited to, proof of septic permit or a receipt of waste disposal from a licensed company or receipt of waste disposal at a licensed facility. Other proper disposal methods (i.e., composting toilets, incinerating toilets, private legal waste disposal at another location, etc.) are acceptable with approval by Cape Horn Board, of trustees granted it is not a nuisance or creating unpleasant smells. If using one of these alternatives waste disposal methods the lot owner will need to be prepared to provide proof to the office upon request, to ensure waste is being disposed of properly.

SECTION 17. *Water Line Obstruction Rules and Regulations.* It is a violation of Cape Horn Rules and Regulations to obstruct, in any way, Cape Horn Maintenance Co. access to any portion of the Cape Horn water distribution system. A lot owner may be fined for such a violation on his/her lot including any easement thereto. Obstructions include but are not limited to vehicles of any kind, as defined in "Vehicle Rules and Regulations", barrels, fences of any kind, shrubbery/trees, etc. Lot owner will also be billed for any and all expenses incurred by Cape Horn Maintenance Co. for the removal of these obstructions. Any property occupied in Cape Horn for more than 30 consecutive days must be connected to the community water system. Alternative fresh water systems or storage may be approved by the board of trustees on a case-by-case basis.

SECTION 18. *Domestic Animals.* It is a violation of these Bylaws to have any domestic animals/fowl other than a dog or a cat, on any lot in Cape Horn. This restriction includes but not limited to goats, sheep, pigs, cows, horses, chickens, roosters, turkeys, geese, emus, ostrich, alpaca, llama, rabbits, etc. Any lot owner found in violation of any of the terms of this domestic animal/fowl regulation for which no other fine is expressly provided in these Bylaws will be fined \$500.00 per month until the violating animals/fowl have been removed from Cape Horn. Lot owner shall be notified of this violation in writing by certified/ registered, return receipt mail. Owner shall then have 45 days, from the date of the registration of this, to have all violating animals/fowl removed from Cape Horn. If this is not accomplished the fines will begin on the 46th day and be retro-active to the date of the notice registration. Any and all fines levied under this Article IX, Section 17 shall be assessable to the violating lot owner and collectible by the Corporation pursuant to Article IX, Section 6.

Note! Only one notice of violation shall be issued to any one lot owner. Fines will be levied immediately and without further notice for repeat offenders.

ARTICLE X

Assessments

SECTION 1. The members of the Corporation shall be liable for the payment of such charges or assessments as may from time to time be fixed and levied by the Board of Trustees pursuant to the Articles of Incorporation and the Bylaws. The amount of such charges and assessments levied upon each lot shall in no event, except hereinafter provided or by special assessment vote by the members, exceed in one year the sum of \$350.00. Fees plus assessments against all members shall be levied by the Trustees at a uniform rate per lot without distinction or preference of any kind. All charges or assessments are expended pursuant to the Articles of Incorporation. An annual street light assessment of \$25.00 per lot was passed by the membership at the July 8, 2023 Annual Membership Meeting.

SECTION 2. From time to time as and when such assessments in this ARTICLE X are levied, each member with respect to the land or interests therein to which his/her membership is appurtenant, shall pay the amount of such assessment against the same to the Corporation, at its office, within thirty days after the mailing of the notice of such to the members: and the amount of such assessments, together with all expenses, attorney's fees and costs reasonably incurred in enforcing the same, shall be paid by the members and shall all be a lien upon said land and the membership appurtenant thereto, superior to any and all other liens (except as in Section 3 of this ARTICLE otherwise provided) created or permitted by the owner of such land and enforceable by foreclosure proceedings in the manner provided by law for foreclosure of mortgages upon land; that no proceedings for the foreclosure of any said liens in this ARTICLE provided shall be commenced except upon the expiration of four months from and after the date of mailing said notice of assessment in this section described.

SECTION 3. First mortgage liens placed upon any of said tracts which are recorded in accordance with the laws of the State of Washington shall be, from the date of recording of such, superior to such assessments and the liens resulting there from as are levied by the Corporation subsequent to the date of recording of the first mortgage; provided however, that the Corporation is notified in writing of such first mortgage within thirty days after recording of such.

SECTION 4. Notwithstanding any other provision of these Bylaws, any lots that were owned by Skagit County on July 9, 2011, and which were acquired through the FEMA flood mitigation (or similar) program, and which do not have water service thereto, shall be exempt from the payment of the assessments, past, current or future, provided that upon the commencement (or recommencement) of the water service, any such lot shall be obligated from that point forward to pay assessments per these Bylaws, the articles of incorporation, and /or Members Handbook.

Nothing herein shall limit the obligation on the part of Skagit County to comply with the provisions of these Bylaws of Incorporation, and/or Members Handbook concerning issues other than the obligation to pay assessments, specifically including (but not limited to) use and/or maintenance of any and all lots owned by the county.

These provisions are made in connection with the Agreement made and entered into between Cape Horn and Skagit County, dated September 15, 2011 and which is incorporated herein by reference.

The date amendment was approved July 9, 2011

ARTICLE XI

Amendments

These Bylaws may be amended at any time by a vote of a majority of a quorum of the members in good standing at any regular or special meeting of the Corporation.

ARTICLE XII

Corporation Seal

The seal of the Corporation shall be in a circular form and shall contain the words “Cape Horn Maintenance Co.” And the words “Corporate Seal Washington 1965” in the form and style as affixed in these Bylaws by the impression of said corporate seal.

ARTICLE XIII

Date of Adoption

These Bylaws are duly adopted by the Corporation and the Corporation Seal therefore affixed on the 1st day of July, 1965. These current Bylaws as amended over the years by the general membership have been duly adopted by the Corporation and the Corporation Seal therefore affixed on this day July 15, 2023.

