

## **AMENDED PROTECTIVE COVENANTS OF TIDES WEST**

### **I. RECITALS**

- 1) Properties West, Inc., were the fee owners or contract purchasers of certain lands in Pacific County, Washington, on which it has been established a recreational subdivision known as Tides West, by plat recorded at pages 99 and 100 of volume H of plats in the Land Records of Pacific County, Washington.
- 2) Properties West, Inc. sold the platted residential lots in said subdivision known as Tides West, and intended to subject each of them to certain uniform protective covenants and restrictions for the benefit of all other lots in Tides West and their owners, purchasers and other lawful occupants.
- 3) Tides West is designed to be a community with certain common facilities to augment its natural scenic and recreational assets. The uniform protective restrictions and covenants hereby established are intended to preserve and enhance the values and amenities of the community.
- 4) The Tides West Community Association, was organized as a non-profit corporation under the laws of the State of Washington to acquire, hold and maintain in accordance with its bylaws, as from time to time amended, the common areas in said community and, through its Architectural Control Committee and other proper officer, to interpret and enforce the protective restrictions and covenants hereby established.

### **II. GENERAL PROVISIONS**

- 1) All land in Tides West except common areas shall be acquired, held and transferred subject to these protective restrictions and covenants. Accordingly, these protective covenants and restrictions shall run with the land and every person who by deed, contract or lease acquires any interest in any of said lots or portions thereof shall be deemed to have made and accepted such deed, contract or lease subject to all of the restrictions, conditions and covenants herein stated; and his respective heirs, executors, assigns or other successors in interest shall be bound by them to the same extent as the original purchaser or grantee.

- 2) These protective covenants and restrictions shall be enforceable at law and in equity by any owner, purchaser or other lawful occupant of land in Tides West, including the Association, against any person who shall violate or attempt or threaten to violate them.
- 3) These protective covenants and restrictions shall be deemed fully and sufficiently described and incorporated in any instrument and conveyance by reference to the same as "Protective Covenants of Tides West", and fee number of the Auditor of Pacific County under which they are recorded.

### **III. WATER WELLS**

No individual water well shall be permitted in Tides West except for irrigation purposes and only with prior recommendation of the Architectural Committee and approval of the Board of Directors. Each domestic water user must be connected to the central water system.

### **IV. SIGNS AND DEVELOPMENT ACTIVITIES**

No sign of any kind shall be displayed to the public view in Tides West except the following:

- (a) One sign for each residential lot or residence of not more than two square feet identifying occupants; and
- (b) One sign of not more than five square feet advertising a residential lot or residence for sale or rent.

### **V. ANIMALS**

No animal or fowl of any kind is allowed in Tides West except dogs, cats or other household pets. Pets are allowed on a non commercial scale, provided they do not produce a nuisance. Owners must abide by the Pacific County Leash Law.

## **VI. MAINTENANCE**

- 1) The buildings and grounds of each lot or residence shall be kept safe, clean, neat, and in repair. Lawns shall be mowed at reasonable intervals. Undesirable weeds having a tendency to spread across property lines shall be kept under control.
- 2) All trash, garbage and other refuse shall be kept in containers which are maintained in a clean and sanitary condition and hidden from street view. The owner of the residential lot, vacant or otherwise and irrespective of fault, shall be responsible for the prompt removal (or costs to remove promptly) all trash, ashes, garbage, refuse, ruins, disabled vehicles, and other remains.
- 3) Owners of vehicles that are not garaged and appear to be disabled or unused, shall within 30 days of written notice from the Board of Directors, remove the vehicle from the premises or demonstrate to the satisfaction of the Board that the vehicle is not disabled.
- 4) Any sewage disposal system must be designed, located, constructed and maintained in accordance with the requirements and standards of the Pacific County Health Department. Privies or other pit toilets are prohibited. Waste lines from an RV to the sewage system shall be disconnected and stowed away if left unattended for more than thirty days.

## **VII. BUILDING, LANDSCAPING AND RENTAL RESTRICTIONS**

- 1) No buildings shall be located, erected or have exteriors altered until the proposed location, construction plans, and specifications have been submitted to and approved by the Architectural Control Committee of the Association, which considers the following factors:
  - (a) Quality of workmanship and materials,
  - (b) Harmony of external design and finish with the topography and with existing structures,
  - (c) The effect of the proposed structures or alterations other building sites and views. The Committee shall give the maximum protection to such views which may be reasonable under the circumstances.
  - (d) All other factors which the Committee may deem to affect the desirability or suitability of the proposed structure or alteration.
- 2) Buildings shall be simple, well proportioned structures which comply with Pacific County zoning and construction regulations. Buildings must conform to the most recent revisions of the State of Washington Electrical Code and Uniform Building Code in force at the commencement of construction.
- 3) Except as noted otherwise herein, only single-family residences and outbuildings auxiliary thereto (such as garages, woodsheds and the like) may be constructed or permitted to remain on the residential lots in Tides West. The use of manufactured homes as dwelling units will only be allowed on Lots 1,2,3,4,5,6, and 7 of Block 2, Division 2, on Lots 7, 8, 9, 10,11, 12, 13, 14 and 15 of Block 3, Division 2, on Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9 of Block 4, Division 2 and Lots 1, 2, 3, 4, 5, 6, and 7 of Block 5, Division 2; however, the provisions of this Section shall apply.
- 4) Each residence shall have a living area on one level containing a minimum of 700 square feet, exclusive of open decks, garages, covered carports or sheds. Residences on ocean front lots shall contain a minimum of 900 square feet living area and be single story structures.

- 5) Outbuildings may be constructed on a lot prior to the construction of the final dwelling unit. These outbuildings must adhere to the requirements of this Section and be compatible with the design and location of the proposed residence.
- 6) Minimum side yards and set back distances shall be according to current Pacific County Building Codes.
- 7) Corners of proposed structures shall be staked on the ground at the time of the Committee's consideration of location, plans and specifications.
- 8) Roof covering shall be wood shake, wood shingle, composition shingle or metal roofing and be a color complementary with the structure and trim.
- 9) Architectural Control Committee approval is required for all new color schemes. Buildings being repainted in the same, previously approved colors need no further approval. Exterior trim shall be stained or painted to complement the finishes they adjoin.
- 10) The exterior of any building shall be completed within one year of the beginning of construction so as to present a finished appearance when viewed from any angle.
- 11) All landscaping of each residential lot shall be in harmony with its environment and the overall character of Tides West.
- 12) No fence or boundary wall situated anywhere on a residential lot shall have a height greater than five feet above the finished grade surface of the ground. A front line fence shall be permitted if no higher than 42 inches. Fences shall be constructed of materials such as Chain Link, Decorative Block, Board, or other material approved by the Architectural Control Committee. Materials must satisfy the Committee as to style, aesthetics, and compatibility with the overall character of Tides West. Chain Link fences will not be approved for front (street side) yards.
- 13) No structure shall be constructed within the 20 foot permanent easement along the south line of Division 2, nor shall any activity be allowed adjacent to this easement that may impair the natural flow of drainage water within the easement. The drainage easement

shall be maintained by the Tides West Community Association. Any lot owner depositing, or causing to be deposited, any materials in any drainage ditch that may impede its flow may be assessed the cost of removal by said Community Association.

- 14) The Committee shall have the power to charge for costs incurred in processing plans and specifications submitted to the Committee.
- 15) The recommendation of the Committee shall be made to the Board of Directors of the Association within thirty days of submission to the Committee or its duly appointed representative and shall be in writing.
  - (a) Any owner or purchaser aggrieved by Committee action may appeal to the Board of Directors of the Association.
  - (b) Appeals shall be made in writing within ten days of the Committee's decision, and shall set forth the part of the Committee's action deemed objectionable.
  - (c) The appeal shall be considered by the Board at its next scheduled meeting, and a final and conclusive determination shall be made by the Board within fifteen days after such meeting.
- 16) No short term (under 30 days) transient vacation rentals shall be permitted.
- 17) Owners who use their property for long term rentals shall:
  - (a) Require renters to sign a written rental/lease agreement containing a provision requiring compliance with Tides West covenants and including a current copy of Tides West covenants as an exhibit to the rental/lease agreement.
  - (b) Notify the Association Board of renter's name and contact information, on the approved form, within 10 days of commencing rental or of any change of resident.
  - (c) Owners bear first and primary responsibility for compliance to Tides West covenants. Failure to cause compliance may result in enforcement action, and fines, against the owner. Renters are responsible for complying with Tides West restrictive covenants and may also be subject to enforcement action and fines.

## VIII. RECREATIONAL EQUIPMENT

For the purposes of this section (VIII) of the amended covenants of Tides West, the term "recreational equipment" shall apply to recreational vehicles, travel trailers, motor homes, campers, boats and tents.

1. Recreational equipment shall be permitted on residential lots for weekend or vacation use, provided the attractiveness of Tides West, in keeping with its natural environment, is preserved.
2. Recreational equipment shall be permitted to remain on residential lots unattended during the periods of April through October.
3. Recreational equipment may not be stored on lots unless there is also a permanent residence on the property. Homeowners should limit the storage of recreational equipment to side or rear yards, but in any case, in an unobtrusive manner.
4. In the interest of keeping traffic congestion to a minimum on the roads within Tides West, each lot owner shall provide parking for their own and visitors' recreational equipment within the confines of their property.
5. The use of recreational equipment shall be permitted on residential lots during the one year construction period. All installations will be subject to approval by the Architectural Control Committee.
6. Boat storage facilities at Tides West Park shall be available to members on a first-come, first-served basis. The Treasurer shall maintain a sign-up sheet, whereby the members listed shall, in descending order, have rental rights to spaces as they become available.
7. Annual boat storage rental fees shall be set by the Board of Directors, and shall be due and payable at the same time as the annual dues. Boat storage spaces are not transferable with the sale of property and may only be obtained by the sign-up sheet procedure. Failure to pay dues or boat storage rental fees within 60 days of the date due, shall result

in loss of boat rental space and the space shall be awarded to the next name on the sign-up sheet.

#### **IX. COMMON AREAS**

- 1) Use of the common areas will be for the members and guests of the Tides West Community Association only.
- 2) Keys to the rest rooms are provided to each member upon joining the Association.
- 3) Preparation and cleanup after each event will be the responsibility of the member involved.
- 4) The coordination of large group events will be made with the Secretary with as much advance notice as possible.
- 5) No exclusive rights to the common areas will be given.
- 6) The Tides West Community Association will not be responsible for accidents or liability for people using the common areas.
- 7) Discharge of firearms is prohibited anywhere in Tides West.
- 8) Discharge of fireworks is prohibited anywhere in Tides West.

#### **X. ENFORCEMENT of COVENANTS**

- 1) Any violation of covenants shall be considered to be a nuisance. The Association or its duly appointed representative shall have the right, after thirty day's written notice to the owner or other person in control or possession, to impose a fine of \$50 per month for failure to correct the problem, which may result in a lien against the property if unpaid.



- 2) If the nuisance persists, the Association or its duly appointed representative shall have the right to enter upon the parcel where the violation occurs or appears and abate the nuisance at the expense of the owner or other person in control or possession.
- 3) The Association, its duly appointed representative, or any person owning land in Tides West may prosecute a civil action against any person or persons violating or attempting to violate any of these Protective Covenants to either enjoin or otherwise prevent the violation or attempted violation or recover damages therefore.
- 5) The Association or any persons bringing such a civil action shall be entitled to recover from any violator any reasonable attorney's fees, court costs and other costs reasonably incurred. The Association will also be entitled to any accumulated fines. If a judgment is awarded and not settled within a reasonable time, a lien will be placed on the violator's land in Tides West or interest thereon.

## **XI. DURATION OF PROTECTIVE COVENANTS**

These protective covenants shall be binding upon all persons owning land in Tides West until September 1, 2020 at which time these protective covenants shall be automatically extended and renewed for successive periods of ten years, unless changed and agreed upon by a majority vote of the members casting a ballot at a general meeting.

**CERTIFICATION OF ADOPTION**

The undersigned, being the Board of Directors and representatives of the membership of TIDES WEST COMMUNITY ASSOCIATION, hereby certify that the foregoing are the Protective Covenants as amended of said corporation as regularly adopted on 15th<sup>st</sup> day of August, 2015.

/s/ \_\_\_\_\_  
Ed Strange, Member at Large

/s/ \_\_\_\_\_  
John W. Holtermann, Member at Large

/s/ \_\_\_\_\_  
Anita Corey, Member at Large

/s/ \_\_\_\_\_  
Anne Wilson, President

/s/ \_\_\_\_\_  
Nadine Long, Vice President

/s/ \_\_\_\_\_  
Renelle Welch, Secretary

/s/ \_\_\_\_\_  
Shannon Baker, Treasurer