

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. DEFINITIONS

1.1 "Single Family Residence" shall mean a structure designed for use and occupancy as a residence for one family. It shall include On-site Constructed Residences, Modular Units, and Mobile (Manufactured) Units. The three single-family residence types are defined hereinafter.

1.1a "On-Site Constructed Residence" is constructed on a platted parcel from the framing to the completed project built on a continuous concrete foundation, or as a post-frame method of construction and meeting all requirements of the applicable building codes.

- 1.1b "Modular Unit" is prefabricated elsewhere. In various stages of completion, it is transported to the platted parcel and is erected and built upon a raised, continuous concrete foundation. The Unit must meet all requirements of the applicable building codes.
- 1.1c "Mobile (Manufactured) Unit" is constructed elsewhere on a metal framework with attached wheels and towed to the parcel site. The Unit shall remain a mobile unit even if its tongue and wheels are removed and it is affixed to a foundation. The unit must meet all governmental standards for mobile homes. A mobile unit shall not include a recreational vehicle as defined hereinafter.
- 1.2 "Recreational Vehicle" (RV) shall mean a vehicular type portable structure without permanent foundation, which can be towed, hauled, or driven and is primarily designed as temporary living accommodation for recreational, camping and travel use and includes, but is not limited to, travel trailers, truck campers, camping trailers, and self-propelled motor homes. RV also includes boats and boat trailers. RV's must be licensed full time for road travel and must be in movable condition within one (1) hour.
- 1.3 "Residential" shall mean usage of a structure as a residence.
- 1.4 "Platted Parcel" means a unit of land (tract, lot, or otherwise) designated in the original plat or in any other plats.
- 1.5 "Structure" means a building used as a single-family residence. It shall include mobile units and modular units as defined in Subsection 1.1b and 1.1c. It shall also include storage sheds, garages, carports, decks and deck additions.
- 1.6 "Owner" shall mean the record owner, whether one or more persons, firms, or corporations, as fee simple owners, contract purchaser or contract seller of any platted parcel as defined above, excluding all entities that have an interest merely as a security for the performance of an obligation or the payment of a debt.
- 1.7 "Height" shall mean the vertical distance measured from a point on the crown of the road to the highest point of a structure, not including the chimney. The point on the road is further established by running a line from the center of a platted parcel bisecting the front line of the platted parcel to the crown of the road.

- 1.10 "Front Line of a Platted Parcel" shall mean a line separating the parcel from the street. Front line determination for corner parcels shall require Pacific County Building / Engineering Department verification.
- 1.11 "Improvements" shall mean additions or modifications that improve a platted parcel or structure.
- 1.12 "Storage Shed" shall mean a storage building on a residential platted parcel designed for yard and personal items, and not used for human occupancy.
- 1.13 "Accessory Building" shall mean a building detached from the foundation of the main residential structure which is used as a garage for storage or parking of vehicles, shop, or studio use, and shall not be used as a residence.
- 1.14 "Environmental Pollution" is defined as any violation of a local, regional, County, State, or Federal environmental law or regulation, in addition to specific environmental violations of these covenants
- 1.15 "Noise pollution" is any sound of such level and duration which could be injurious to human health or welfare, or which would unreasonably interfere with the enjoyment of life. Any loud noise which occurs between the hours of 10 pm and 7 am shall be considered "noise pollution".

Exceptions include emergency signaling devices, external intruder alarms, (such alarms must terminate in no more than 20 minutes), and performance of emergency work. The Board may define specific regulations to control noise pollution.

- 1.16 Whenever the term "his, her, or their" are used in these covenants it shall be taken to mean both genders.
- 1.17 "Setback" shall mean those areas to the front, rear, and sides of a building's exterior wall which are free of structures except as specifically allowed or for which exception is granted by the Architectural Committee or the Board of Directors.

III 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, consistent with Section XI: Enforcement of Covenants.
- 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.

IV 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.

V 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.

VI 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 noncommercial scale, provided they do not produce a nuisance. Owners must abide by the Pacific County Leash Law. Farm animals, livestock, poultry, or other animals intended or typically intended for consumption, breeding or sale of by-products are not to be temporarily or permanently quartered, maintained, grazed, bred, or raised on any lot within Tides West.

VII 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. Owners shall be responsible for keeping their platted parcel free of scotch broom, gorse, tansy ragwort and other noxious weeds.
- 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.

VIII 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 on 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. Commercial buildings are not allowed in Tides West.
- 3) Except as noted otherwise herein, only single-family residences and outbuildings auxiliary thereto (such as garages, sheds 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 six 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, 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. Barbed wire, chicken wire, rope, and electrified fences, or other non-residential fencing materials, are not permitted.
- 13) The Committee shall have the power to charge for costs incurred in processing plans and specifications submitted to the Committee.

- 14 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.
- 15 No short term (under 30 days) transient vacation rentals shall be permitted.
- 16 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.

IX RECREATIONAL EQUIPMENT

For the purposes of this section IX 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.

X 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.
- 9) No Platted parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.
- 10) Outdoor burning of land clearing debris or construction debris is prohibited. Small (3-foot x 3 foot) campfires, cooking fires, and natural yard debris fires are permitted provided they meet the criteria for such uses adopted by the Pacific County Fire District #1.
- 11) Trail bikes and all motorized recreational equipment, licensed in accordance with state and county regulation, may be operated on designated roadways and driveways, however all motorized vehicles are prohibited on the beach trail and in the park.

XI ENFORCEMENT of COVENANTS

- 1) **General.** This Section X establishes the general mechanism for enforcing these covenants. The Board may adopt procedures, policies, and methods to implement these enforcement

provisions. The Association may enforce the covenants through any one or more of the methods authorized by this Section XI or in any other manner available in law or in equity.

- 2) **Compliance Required.** All members shall comply with these covenants. All persons occupying, using and or coming on any of the parcels shall comply with these covenants. The owner is responsible for compliance with these covenants by the owner; by the owner's family members, guests, tenants, licensees and invitees; and by all other persons coming on to the owner's parcel or other areas subject to these covenants at the request or with the consent of the owner.
- 3) **Reports, Investigations and Determinations of Non-Compliance.**
 - a. Any member may report alleged violations of these covenants to a Board member of the Association.
 - b. Upon receipt of a complaint of an alleged violation, the personnel designated by the Board for such purposes shall investigate the matter and make a preliminary determination regarding whether a violation exists. This investigation and determination may include, as the investigating personnel deems appropriate, inspecting the parcel, speaking with the persons with relevant information and/or such other techniques as the person deems appropriate under the circumstances. The investigating personnel may, but is not required to, informally contact the owner allegedly in violation to see if the matter can be informally resolved.
 - c. If the investigating personnel determines that no violation exists, a letter will be sent to any person who submitted a written complaint regarding the alleged violation if that person provided their name and address.
 - d. If the investigating personnel determines that a violation exists, a letter will be sent to the owner which includes the following information: a) a description of the violation; b) a time limit of not more than twenty one (21) days, except in the case of extenuating circumstances to correct the violation; c) a statement that the determination that a violation exists may be appealed to the Appeal Process (defined below) within twenty one (21) days of the date of the letter; and d) a statement that, if the determination that a violation exists is not appealed, such violation will be deemed to exist.
- 4) **Fines.** The Association may impose fines for violation of these covenants consistent with a schedule of fines adopted by the Board. The Board may establish procedures regarding fines and appoint members with the authority to impose fines. If a fine is imposed, a letter will be sent to the owner subject to the fine which includes the following information:

a) the amount of the fine; b) the reason for the fine; c) a statement that the fine may be appealed to the Appeal Process (defined below) within twenty on (21) days of the date of the letter; and d) a statement that, if the fine is not appealed, it will be deemed to be valid and constitute a lien on the owner's parcel.

- 5) **Stop Work Orders.** The Association may issue stop work orders to enforce these covenants where this is appropriate to protect the health, welfare or safety of members or members' property or where such action is necessary to prevent further imminent violations of the covenants. The Board may establish procedures and designate personnel for issuance of stop work orders. If a stop work order is issued, a letter will be sent to the owner subject to the order which includes the following information; a) a statement of what actions are prohibited and/or required by the order; b) a statement of the fine and/or other consequence of violating the order; c) a statement that the order may be appealed to the Appeal Process (defined below) within fifteen (15) days of the date of the letter; and d) a statement that the order and the consequences for violating the order will be deemed valid unless the order is appealed. In addition to sending this letter, the Association may use any other mechanism to provide the letter, and/or the information in the letter, to the owner. The failure of the Association to issue a stop work order is not a defense to other enforcement action by the Association and does not in any way affect the right of the Association to enforce these covenants.
- 6) **Letters.** Any letter sent to an owner under subsections XI.3d, XI.4 or XI.5 shall be sent by first class, registered or certified mail, return receipt requested, to the most recent address for that owner provided to the Association or, if the Association does not have another address, to the address for the owner shown in the Pacific County tax records or the address of the parcel.
- 7) **Failure to Appeal.** If an owner fails to timely appeal a fine or a determination that a violation exists, the violation shall be deemed to exist and any fine imposed will be deemed valid, final, and enforceable. If an owner fails to timely appeal a stop work order, the validity of that stop work order shall be deemed established and any act or omission in violation the stop work order shall be deemed a violation of these covenants.
- 8) **Appeals.**
 - i) Any member may appeal any determination, fine or order under section XI.3, XI.4, and XI.5 of these covenants by filing a Notice of Appeal within twenty one (21) days of the date of the letter containing such determination, fine or order. The letter of appeal must

- include the following information: a) the name of the appellant filing the appeal; b) contact information for the appellant, including address, telephone number and e-mail information if available; c) a statement identifying precisely what is being appealed; d) an explanation, including relative facts, explanation, etc. of why the appellant believes the determination is wrong; and e) a statement of what relief the appellant is requesting. The letter of appeal may also request an opportunity to be heard by the Appeal Process (defined below).
- ii) Members may appeal a stop work order, fine, or determination of non-compliance directly to the Board.
 - iii) The Board shall establish procedures for hearing appeals which shall insure:
 - (1) Appeals are heard in a timely manner
 - (2) The appealing party, representatives, and others with interests in the case are heard
 - (3) The party determining non-compliance, representatives and others with interest in the case are heard
 - (4) A determination on the merits of the appeal is reached in a timely manner
 - (5) The determination is communicated in writing to those parties involved in the appeal
 - (6) Rules regarding a hearing may limit time or determine relevance and admissibility of testimony to issues necessary to evaluate the merits of the alleged determination of non-compliance and the appeal
 - iv) No Person deciding on the appeal shall be directly involved in issues regarding the appeal or have a conflict of interest.
 - v) The Board or others designated by the Board, shall affirm, reverse or modify the original determination of non-compliance.
 - vi) Decisions by the Board's designee shall be reviewed by the Board, which shall affirm, reverse, or modify the decision.
 - vii) Board determination of the meaning and application of covenants is considered the final authority regarding interpretation of covenants.
- 9). **Judicial Enforcement.** The Association may enforce these covenants by bringing an appropriate action in Pacific County Superior Court or other court with jurisdiction. The Association may seek any appropriate relief available in law or equity, including but not limited to, affirmative or negative injunction and authorizing the Association to cause work to be performed on a parcel to bring it into compliance with these covenants and charging all costs thereof to the owner of that parcel. All costs and expense of the

Association, including, but not limited to attorney's fees, in enforcing these covenants with respect to a parcel, shall be paid by the owner of that parcel.

- 10). **Liens.** All fines imposed by the Association; all costs of the Association in bringing a parcel into compliance with these covenants; and all fees and costs of the Association, including, but not limited to, attorney's fees, related to enforcement of these covenants shall be a lien on the parcel in violation of the covenants and each parcel owned by the owner whose actions or inactions gave rise to such fine or enforcement activity, which lien may be foreclosed in the manner of foreclosing a mortgage on real property in the state of Washington. All such sums may also be collected in any other manner allowed by law.
- 11). **Emergency Authorization.** The Board may establish policies, and procedures and designate personnel to grant emergency authorization to do work without obtaining the normal approval pursuant to these covenants, if such work is necessary to prevent imminent harm to person or property.
- 12). **Mediation Required.** Before a member or other person may commence litigation against the Association with respect to any matter related to these covenants, the Articles of Incorporation or Bylaws of the Association or any action or failure to act by the Association that member or other person shall send a letter to the Association by first class certified or registered mail, return receipt requested, outlining the matter and shall participate, for a period of not less than sixty (60) days after mailing that letter to the Association, in mediation regarding the matter. Unless otherwise agreed to between the Association and member(s) and other person(s) participating in the mediation, such mediation shall be conducted by the Mediation and Settlement Center of Southwest Washington or other similarly qualified mediation organization.
- 13). **No Waiver or Other Effect.** Failure of the Association to enforce any of these covenants in any one or more instance does not constitute a waiver of that or any other portion of these covenants and does not affect the validity and enforceability of these covenants in any manner. All provisions of these covenants, and all rights of the Association under these covenants, remain in full force and effect regardless of any act or failure to act by the Association.

XII. OWNER'S RESPONSIBILITIES:

1. Members shall have the right and responsibility to report any violations of Restrictive Covenants.

2. During and following construction, contractor and/or owner shall keep platted parcels free of construction debris and refuse.

3. Owners shall use their platted parcels in such a manner so as not to interfere with the health, safety, and comfort of other property owners. Intrusive lighting, noise, including loud, amplified music, boisterous parties, and smoke from fires that unreasonably interferes with others' enjoyment of life and property are not permitted. Any loud noise which occurs between the hours of 10 pm and 7 am shall be considered "noise pollution." Exceptions include emergency signaling devices, external intruder alarms (such alarms must terminate in no more than 20 minutes), and performance of emergency work.

4. Operation of motor vehicles without proper noise muffling systems is prohibited within Tides West.

5. It shall be the duty of each owner to promptly notify the Association of any change of ownership and/or change of address of any owner.

6. Environmental pollution shall not be permitted. Environmental polluters include those who violate any environmental provisions of these covenants, as well as violators of local, regional, county, state, or federal environmental laws and regulations.

7. Whenever Tides West becomes aware of a violation of environmental laws or regulations, not specifically addressed in the Tides West covenants, it shall refer the alleged violation to the appropriate local, county, regional, state, or federal agency.

8. It shall be the duty of each owner to ensure that the correct street address is posted in an appropriate manner on his property, for public health and safety purposes.

9. The Board shall determine, and adopt as Board policy, the method by which it shall enforce this Section XI.

XIII DURATION OF PROTECTIVE COVENANTS

These protective covenants shall be binding upon all persons owning land in Tides West until September 1, 2030 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 _31st day of August_, 2020.

/s/ _____
Judi MacPherson, Member at Large

/s/ _____
Anne Wilson, President

/s/ _____
John W. Holtermann, Treasurer

/s/ _____
Tamara Kuhn, Vice President

/s/ _____
Mary DeHart, Member at Large

/s/ _____
Bryan Lozano, Secretary

/s/ _____
John Doherty , Member at Large