

Note: for reference only – this is not an official ballot
The official ballot will be given to you or your proxy holder at the meeting

Issue 1) Section V Signs.

The Tides West covenants have very restrictive guidelines for permitted signs. There is a Washington State law passed in 2005 (RCW 64.38.034) which states:

- (1) The governing documents may not prohibit the outdoor display of political yard signs by an owner or resident on the owner's or resident's property before any primary or general election. The governing documents may include reasonable rules and regulations regarding the placement and manner of display of political yard signs.**
- (2) This section applies retroactively to any governing documents in effect on July 24, 2005. Any provision in a governing document in effect on July 24, 2005, that is inconsistent with this section is void and unenforceable.**

The proposal to be voted on concerns what are “reasonable rules and regulations regarding the placement and manner of display”

A YES vote will include both the **bold** text from the state law and the guidelines in red as the rules for Tides West. A NO would only add the **bold** text of the State law and leave the definition vague and open to case by case interpretation.

Proposed additional language to sign rules	
<p>In Compliance with RCW 64.38.034 The governing documents may not prohibit the outdoor display of political yard signs by an owner or resident on the owner's or resident's property before any primary or general election.</p> <p>The Association will allow the display of signs regarding candidates for public or association office, or ballot issues, within 30 days prior to a primary or general election subject to the following conditions:</p> <ul style="list-style-type: none"> (1) Signs must be removed within 3 days after the elections. (2) One sign per issue or candidate is permitted (3) The maximum number of signs is limited to 3 signs no larger than 18 x 24 (4) Signs must be contained within the owner's or resident's property. 	
YES	NO

Printed Name of Member _____

Initials of Member or Proxy holder _____ Date _____

Issue 2) Section VIII Construction

This will add additional language to the rules for construction projects. It is entirely new language which will be added to the existing rules.

Proposed additional language to construction rules	
<p>A. CONSTRUCTION SITES: Any new or remodel construction projects the owner or contractor shall maintain an orderly and clean site. All wrapping and loose shipping materials shall be kept in dumpsters. All trash & garbage shall be picked up daily.</p> <p>B. LOT CLEARING: During any lot clearing the owner or contractor shall be responsible for removing and hauling away all trash, debris and limbs immediately from the site and road right away once the work has been completed.</p> <p>C. ROADWAY MAINTENANCE: The owner/contractor working on any lot within Tides West Development shall be responsible for maintaining the cleanliness and the structural integrity of the roads. Any dirt, gravel or rubbish left on the road shall be removed. Any damage to the road side or paving by large equipment shall be repaired by the owner or contractor at no expense to the Tides West Association.</p>	
YES	NO

Printed Name of Member _____

Initials of Member or Proxy holder _____ Date _____

Issue 3) Section IX Recreational Equipment

Here are the current rules regarding Recreational Equipment, they were in the 2015 Covenants and carried forward unchanged in 2020. Sections that the proposed changes will modify in **bold**

A YES vote for each section adopts the new text, a NO keeps what is **bold** below

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.**

Section 2 Proposed new language (current text in Bold additions in red)	
<p>Recreational equipment shall be permitted to remain on residential lots unattended <u>during the periods of April through October</u> - unattended shall mean left unoccupied for periods exceeding 30 days, provided the attractiveness of Tides West, in keeping with its natural environment, is preserved.</p> <p>Recreational Equipment left on residential lots for weekend and vacation use, <u>during the periods of November through March</u> shall be attended. Attended shall mean guarded, looked after, as though the owner can return at any time, and occupied within the 30 day period.</p>	
YES	NO

Issue 3) Recreational Equipment (Continued)

Section 5 Proposed new language (current text in Bold additions in red)	
<p>The use of recreational equipment for continuous occupancy shall be permitted on residential lots during the one year construction period. All installations will be subject to approval by the Architectural Control Committee, which may grant variance based on construction delays.</p>	
YES	NO

Printed Name of Member _____

Initials of Member or Proxy holder _____ Date _____

Issue 4) Section XI 3a. Reports, Investigations, and Determinations of Non-Compliance

Proposed new language (current text in Bold additions in red)	
<p>Any member may report alleged violations of these covenants to a board member of the Association. Complaints must be in writing and include the author's name and address.</p>	
YES	NO

Issue 5) Section XI ENFORCEMENT of COVENANTS, subsection 5.

Proposed addition and deletion of some language (current text in Bold additions and deletions in red)	
<p><u>Stop Work Orders.</u> 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 Proposal is to Delete this clause -"and designate personnel" for issuance of stop work orders. If a stop work order is issued, it must be approved by the Board and 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.</p>	
YES	NO

Issue 6) Section XI ENFORCEMENT of COVENANTS, subsection 8 iii 6 Appeals.

Proposed deletion of some language (current text in Bold deletion in red)	
<p>Rules regarding a hearing may limit time. Change would Stop there and delete the rest: "or determine relevance and admissibility of testimony to issues necessary to evaluate the merits of the alleged determination of non-compliance and the appeal"</p>	
YES	NO

Printed Name of Member _____

Initials of Member or Proxy holder _____ Date _____

Issue 7) Section XI ENFORCEMENT of COVENANTS, subsection 9.

Proposed new language (current text in Bold additions in red)	
<p>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. The court in an appropriate case, may award reasonable attorney fees to the prevailing party.</p>	
YES	NO

Issue 8) Section XII OWNER'S RESPONSIBILITIES: subsection 9.

Proposed new language (current text in Bold additions in red)	
<p>Subject to approval by the membership majority at an annual meeting the Board shall determine, and adopt as Board policy, the method by which it shall enforce this Section XI. Standard Operating Procedures shall be available for review on the association website and at corporate offices.</p>	
YES	NO