

## **Hi-Tide Condominium Association**

### **Audit Policy**

The following policy outlines the process for auditing High Tide Condominium Association (HTCA) accounts and describes responsibilities and procedures to be followed to protect against fraud and fiscal damage to HTCA.

- HTCA will conduct an annual internal audit at a time and date determined by the committee between January and April of each year.
- The President will appoint three or more individuals to an ad-hoc audit committee, at least one of which will be the Treasurer, and at least two of which will not be members of the Board.
- The Board will present the findings of the committee at the Annual Meeting of the Membership of the HTCA.
- Each year at the Annual Meeting of the Membership the HTCA Board will seek a 60% vote for a waiver of the annual audit requirement under RCW 64.34.372.

#### **Process:**

1. The President appoints the Treasurer and two additional individuals to the ad-hoc audit committee;
2. Following completion of the internal audit the ad-hoc audit committee shall report back to the Board on the results of the audit.
3. As part of the internal audit the ad-hoc audit committee shall:
  - Review the systems put in place for review and processing of financial information between the Board, Treasurer, Finance Committee members, and/or accounting designees.
  - Review the record-keeping practices and/or policies to ensure records are being stored properly.
  - Make sure that archived records can be accessed quickly.
  - Identify and review each element of the accounting system, including individual accounts (debits and credits), journal entries, the general ledger, and current financial statements.
  - Confirm the company's internal control policies (e.g., check signing, document retention) are being followed.
  - Check the stored external records and compare selected transactions against internal records.
  - Review the company's internal tax records and official tax returns.

Adopted:

## **Hi-Tide Condominium Association Director Compensation Policy**

### **Article I – Purpose**

The purpose of the compensation policy is to protect this tax-exempt Corporation, the Hi-Tide Condominium Association's (Hi-Tide Condominium Association) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Hi-Tide Condominium Association or might result in a possible excess benefit transaction.

### **ARTICLE II – Policy**

Directors, officers, and committee members shall not be compensated for their services.

Directors and officers are expected to provide de minimis resources to support fulfillment of duties. Reasonable resources include computer hardware and/or software, and telephony equipment, sufficient to allow participation in electronically held meetings.

By resolution of the Governing Board, this Corporation may authorize the advance or reimbursement to a director of actual reasonable expenses incurred in carrying out duties as a director.

Adopted:

# **Hi-Tide Condominium Association Conflict of Interest Policy**

## **Article I – Purpose**

The purpose of the conflict of interest policy is to protect this tax-exempt Hi-Tide Condominium Association's (Hi-Tide Condominium Association) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Hi-Tide Condominium Association or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit Organizations.

## **ARTICLE II – Policy**

Directors and officers are expected to use good judgment, to adhere to high ethical standards, and to conduct their affairs in such a manner as to avoid any actual or potential conflict between the personal interests of a director or officer and those of the Hi-Tide Condominium Association. A conflict of interest exists when a director or officer's loyalties or actions are divided between the interests of the Hi-Tide Condominium Association and the director or officer's interests. Both the fact and the appearance of a conflict of interest should be avoided.

## **Article III – Definitions**

1. Interested Person – Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest – A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
  - a. An ownership or investment interest in any entity with which the Hi-Tide Condominium Association has a transaction or arrangement,
  - b. A compensation arrangement with the Hi-Tide Condominium Association or with any entity or individual with which the Hi-Tide Condominium Association has a transaction or arrangement, or
  - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Hi-Tide Condominium Association is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that aren't insubstantial.

A financial interest isn't necessarily a conflict of interest. Under Article IV, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

3. Affiliation – An affiliation includes any interests other than financial interests that may influence a director or officer's judgment. An objective test determines whether an affiliation exists between the director or officer and the other person, entity, or Hi-Tide Condominium Association: whether the involvement or relationship of the director or officer with the other person, entity, or Hi-Tide Condominium Association is such that it

reduces the likelihood that the director or officer can act in Hi-Tide Condominium Association's best interests.

#### **Article IV – Procedures**

1. **Duty to Disclose** – In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.
2. **Determining Whether a Conflict of Interest Exists** – After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.
3. **Procedures for Addressing the Conflict of Interest** –
  - a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
  - b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  - c. After exercising due diligence, the governing board or committee shall determine whether the Hi-Tide Condominium Association can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
  - d. If a more advantageous transaction or arrangement isn't reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Hi-Tide Condominium Association's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
4. **Violations of the Conflicts of Interest Policy** –
  - a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
  - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## **Article V – Records of Proceedings**

1. The minutes of the governing board and all committees with board delegated powers shall contain:
  - a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
  - b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

## **Article VI – Compensation**

1. A voting member of the governing board who receives compensation, directly or indirectly, from the Hi-Tide Condominium Association for services is precluded from voting on matters pertaining to that member's compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Hi-Tide Condominium Association for services is precluded from voting on matters pertaining to that member's compensation.
3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Hi-Tide Condominium Association, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

## **Article VII – Annual Statements**

1. Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:
  - a. Has received a copy of the conflicts of interest policy,
  - b. Has read and understands the policy,
  - c. Has agreed to comply with the policy, and
  - d. Understands the Hi-Tide Condominium Association is a nonprofit corporation and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

## **Article VIII – Periodic Reviews**

1. To ensure the Hi-Tide Condominium Association operates in a manner consistent with nonprofit purposes and doesn't engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
  - a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

- b. Whether partnerships, joint ventures, and arrangements with management of the Hi-Tide Condominium Associations conform to the Hi-Tide Condominium Association's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further nonprofit purposes and don't result in inurement, impermissible private benefit, or in an excess benefit transaction.

#### **Article IX – Use of Outside Experts**

1. When conducting the periodic reviews as provided for in Article VIII, the Hi-Tide Condominium Association may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Hi-Tide Condominium Association

# HTCA Fireplace Policy

Revision 2

Blaine Beardsley  
7-27-2022

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## Introduction

The Hi-Tide Condominium Association (HTCA) has established a policy on fireplace usage, maintenance and replacement based on enhancing the safety of the residents and the property.

## Fireplace Usage

Wood burning fireplaces may use only ‘match light’ paraffin style extruded manufactured fire logs appropriate for the fireplace and certified as safe to use by the fireplace manufacturer. Pressed, compressed, palm fiber, and other ‘high energy’ content logs are not approved for use.

Wood is not approved for use in any indoor fireplace at the Hi-Tide. Wood may be used in the outside fire pit located west of the A building.

Firewood intended for use in the outside fire pit or on the beach may not be stored inside units and must be kept in cars when brought to the complex.

## Fireplace Maintenance

Fireplace maintenance is the responsibility of individual owners.

Inspections of fireplaces at the Hi-Tide have demonstrated fireboxes and chimney interfaces are susceptible to corrosion that leads to holes in the firebox and chimney.

Comprehensive fireplace (firebox and chimney) inspections of open flame fireplaces are required a minimum of every three years. The cost of the inspections are the responsibility of the individual owners and owners must submit proof of inspections to the HTCA Board of directors. The HTCA plans to help coordinate arrangements for inspections and schedule them over the course of one week every three years. If the HTCA pays for these coordinated inspections, it is the owner’s responsibility to reimburse the HTCA for the cost of their fireplace inspection.

Should an owner’s unit not be available when the inspections are scheduled or an owner chooses not to participate in this coordinated inspection effort, it is the responsibility of the owner to arrange and pay the cost of the inspection of their fireplace within 90 days of completion of the coordinated inspections. Proof of the fireplace inspection must be submitted to the HTCA board following the inspection. If inspections have not been completed within 90 days after the HTCA scheduled inspections, the owner’s fireplace will be red-tagged and may not be used until an inspection is accomplished.

If a firebox or chimney is found to be compromised, the owner of the unit must immediately stop using the fireplace and “red tag” the fireplace by securing it closed, applying red or yellow tape across the front, sealing the front with plastic/cardboard, providing signage indicating the fireplace is not to be used, notifying the rental manager if the unit is in the rental pool, and/or take additional steps to ensure the fireplace will not be used.

## Fireplace Replacement

Fireplace repair and replacement is the responsibility of the owner, including all components of a fireplace (firebox, flue, damper, chase, and cap).

Fireplace fireboxes and associated fireplace components must be replaced when evidence is found that the firebox or component is compromised due to corrosion or other causes.

### HTCA Board Approval

Replacement fireplaces must be approved by the HTCA board of directors prior to purchase and installation by a licensed contractor authorized by the owner. The following criteria must be met.

- A. The owner will provide the make and model of the fireplace being installed as well as the name of the licensed contractor doing the installation.
- B. Confirmation that the owner has verified sufficient electrical capacity in the circuit the fireplace will be plugged into (electric fireplaces).
- C. Confirmation from the owner that the fireplace will be installed according to code. Confirmation by a licensed contractor will suffice.
- D. Confirmation from the owner that the new wood burning fireplace is the same or similar to the old fireplace relative to envelop, envelop clearance requirements, and roof interface requirements. No additional insulation or modifications required.
- E. Confirmation from the owner that no structural (wall, floor, ceiling) modifications are required. The chase is not considered a structural element.
- F. Confirmation from the owner that no electrical modifications are required.
- G. Confirmation from the owner that there is no impact on other owner's units (above, below, adjacent).

To help simplify the process, an approval checklist has been provided in Addendum B of this document.

Removal of old fireplaces and replacement installations must be performed by a licensed contractor. An exception may be approved by the board of directors. For example: An owner may self-install an electric fireplace requiring only a plug-in electrical connection with prior written approval by the board of directors.

Unit owners may choose what type of replacement fireplace to install, but the HTCA board of directors must approve the selection in writing prior to purchase and installation.

The HTCA board highly recommends electric fireplace replacements per the reasons described in Addendum A, attached to this policy.

The HTCA will reimburse an owner up to \$1,500 per unit to cover and/or supplement the cost of replacing (or permanently removing) a wood burning firebox and chimney when replaced with an electric fireplace or permanently removed (no fireplace). This amount represents the cost estimated to remove an existing firebox and/or chimney and install an electric fireplace. The owner will only be reimbursed up to the cost of the replacement but not to exceed \$1500. Any additional costs are the responsibility of the owner. The option to remove the fireplace would include removing or reducing the size of the chase to provide more living space in a unit.

To receive up to \$1,500 in reimbursement from the HTCA, owners must make the payment(s) for the electric fireplace (or fireplace permanent removal) in advance and submit receipts to the HTCA Treasurer for board review and reimbursement of qualifying costs. No reimbursements will be made without prior written approval of both the fireplace replacement and the reimbursement of qualifying costs by the board of directors. The timeliness of the approval and authorization for the up to \$1500 reimbursement will be dependent on available budget approved each year. Owners may have to wait until the next fiscal year to receive their reimbursement. The board will attempt to give owners whose fireplaces failed safety inspections a higher priority in receiving reimbursements.

ADOPTED: 29 September 2021

Revised (R1): 12 January 2022

Revised (R2): 27 July 2022

## Addendum A – Fireplace Options

### I. Electric Fireplace

The HTCA highly recommends electric fireplaces because they significantly reduce the risk of building fires, eliminate the pollutants associated with open flame fireplaces, and they do not require a chimney, which significantly increases heat loss from units and introduces corrosive outdoor air to the units and fireplaces.

Summary of good reasons to install electric fireplaces

1. Increased Safety
2. Reduced Risk of Fire
3. Reduced Risk of Asphyxiation
4. Reduced Maintenance
5. Eliminate Firebox/Chimney inspections
6. Reduce roof penetrations and therefore roof leaks
7. Reduced corrosive ocean air flow into units
8. Help reduce carbon footprint.
9. Eliminate chemicals and resultant smell from manufactured logs.
10. Eliminate soot, smoke and other pollutants in the units.
11. Electric fireplaces take up much less room so the fireplace chase can be nearly or completely eliminated.
12. Electric fireplaces are less expensive
13. Electric fireplaces are much more energy efficient.
14. Electric fireplaces eliminate heat loss through the chimney.
15. The current environmental trend is to restrict the use of fireplaces and specific types of wood that have already been banned in various countries.
16. Modern electric fireplace styles are available.

### II. Convertible Wood Burning Fireplace

A direct replacement, wood burning fireplace is an option to replace current models installed in all Hi-Tide units. This replacement option can convert to propane service with minimal additional costs. Although designed for wood burning, only manufactured logs are permitted at the Hi-Tide.

### III. Propane Fireplaces

Propane fireplaces may be an option in the future depending on the number of owners who are interested. A single large tank installed to the west of the buildings could supply all the units or smaller tanks located at each building could supply a limited number of units. A site propane upgrade will be dependent on the number of owners who support this option.

### IV. Opti-Myst fireplaces

Opti-Myst fireplaces offer another electric fireplace option, and like electric fireplaces, do not have an open flame. They utilized a water mist and provide a 3D visualization of a fire that is

cool to the touch. A water reservoir provides the water supply to the mist that is generated and no chimney vent is required.

Some options are provided at the following link:

[https://usfireplacestore.com/products/dimplex-inserts-opti-myst-cassette-with-logs-rocks?currency=USD&variant=30359160881230&utm\\_medium=cpc&utm\\_source=google&utm\\_campaign=Google%20Shopping&gclid=CjwKCAjw4KyJBhAbEiwAaAQbEyFYSkLla8Rhs9YI6ExAgEyclaDXsicoBGInGxWPd17AUW-mvq92EhoCqE4QavD\\_BwE](https://usfireplacestore.com/products/dimplex-inserts-opti-myst-cassette-with-logs-rocks?currency=USD&variant=30359160881230&utm_medium=cpc&utm_source=google&utm_campaign=Google%20Shopping&gclid=CjwKCAjw4KyJBhAbEiwAaAQbEyFYSkLla8Rhs9YI6ExAgEyclaDXsicoBGInGxWPd17AUW-mvq92EhoCqE4QavD_BwE)

## Addendum B – Fireplace Replacement Approval Checklist

In order for the Board to simplify the approval process in the installation of new fireplaces we have prepared the following checklist.

Fill out this form and provide this information to the board for approval PRIOR to installation.

Let the Board know if you have any scheduling deadlines that we need to be aware of.

Questions A, B, & C apply only to electric fireplaces.

Question D applies to replacement with an open flame fireplace.

Questions 1 through 4 apply to all.

Circle the correct response or strike through the incorrect response for applicable questions below.

Use the back of this page or an additional page/space to provide additional information as required.

- 
- 1) Make and model of the fireplace to be installed. \_\_\_\_\_
  - 2) Name of licensed contractor doing the work or request for an exception to using a licensed contractor. (If a member wants to self-install an electric plug-in fireplace, they will be asked for additional information outside of this checklist). \_\_\_\_\_
  - 3) Are there any structural changes needed for the installation of this fireplace? (YES / NO)  
(Note: The chase is not a structural element. If yes, the Board will get back to you for further information)
  - 4) Will your plans have any impact on adjacent units? (YES / NO)  
(If Yes, the Board will get back to you for further information)
  - A) My contractor has verified that my unit has sufficient electrical capacity for this fireplace. (YES / NO)  
My unit will require the installation of an additional breaker to install this model/unit? (YES / NO)  
Is this fireplace UL rated? (YES / NO)
  - B) My contractor has acknowledged that the replacement will be according to local code. (YES / NO)
  - C) Are any electrical modifications required? (YES / NO) (If Yes, explain what will be done)
  - D) I am installing an open flame burning fireplace. My fireplace is the same or similar to the old fireplace relative to envelop, envelop clearance, and roof interface. (YES / NO) (If No, describe the differences).

My fireplace WILL / WILL NOT require any additional insulation.

My fireplace WILL / WILL NOT require other modifications.

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This information can be provided to the Board by way of an email, or you can print it, fill it out and mail it. The Board will get back to you with any questions or a go ahead by way of email or USmail.

### Reimbursement:

After completion of your installation and payment for an electric fireplace, provide a copy of the itemized receipt to the Board Treasurer which should include at a minimum include the labor and material.

## **HTCA Harassment Policy**

Hi-Tide Condominium Association is committed to maintaining a workplace free from harassment. All employees, paid or unpaid interns, and non-employees, such as independent contractors, and those employed by companies contracting to provide services in the workplace, are required to work in a manner that prevents harassment. This Policy is a component of Hi-Tide Condominium Association's commitment to a discrimination-free work environment. Harassment, including but not limited to sexual harassment, intimidation, causing unease or discomfort, behaving in a threatening manner, or any other form of misconduct, will not be tolerated. Any individual who engages in harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).

This policy applies not only to the physical workplace but also to work-related events, travel, and interactions outside of the workplace, including digital communications.

**Retaliation Prohibition:** No person shall be subject to adverse action for reporting an incident of harassment, providing information, or otherwise assisting in any investigation of a harassment complaint. Hi-Tide Condominium Association will not tolerate retaliation against anyone who, in good faith, reports or provides information about suspected harassment. Any employee found to have retaliated against anyone involved in a harassment investigation will be subject to termination.

**Complaint Procedures:** If an individual believes they have been subjected to harassment, they should submit a written complaint, with as much detail as possible, to their supervisor, any director, or any Hi-Tide Condominium Association member with whom they are comfortable. Complainants should be aware that the Hi-Tide Condominium Association board, per this policy, will research and take appropriate action on each complaint received.

Hi-Tide Condominium Association will conduct a prompt and thorough investigation, which will be kept confidential to the extent possible, whenever management receives a complaint about harassment or otherwise knows of possible harassment occurring. Effective corrective action will be taken whenever harassment is found to have occurred. All individuals are required to cooperate with any internal investigation of harassment.

**Supervisory Responsibilities:** All supervisors and managers, including non-paid supervisors, who receive a complaint or information about suspected harassment, observe what may be harassing behavior, or for any reason suspect that harassment is occurring, are required to report such suspected harassment to the Hi-Tide Condominium Association board. Supervisors and managers will be subject to disciplinary action, up to and including termination, for failing to report suspected harassment or otherwise knowingly allowing harassment to continue. Individuals who believe they have been subjected to harassment may also file a complaint with the Equal Employment Opportunity Commission (EEOC) or the Washington State Human Rights Commission.

All individuals are encouraged to report any harassment or behaviors that violate this policy. Hi-Tide Condominium Association will provide a complaint form for reporting harassment and filing complaints.

This policy applies to all employees and individuals interacting with Hi-Tide Condominium Association, and all individuals must follow and uphold this policy.



## **Hi-Tide Condominium Association Harassment Complaint Form**

If you believe you have been subjected to harassment, please complete this form and submit it to your supervisor, any director, or any Hi-Tide Condominium Association member with whom you are comfortable. The Hi-Tide Condominium Association will promptly and thoroughly investigate all complaints and take appropriate action.

### **Complainant Information:**

Name:

Job Title (if applicable):

Phone: Email:

### **Alleged Harasser(s) Information:**

Name(s):

Job Title(s) (if applicable):

Relationship to you:

### **Details of the Complaint:**

1. Date(s) and location(s) of the incident(s):
2. Description of the incident(s) (attach additional pages if necessary):
3. Names of any witnesses:
4. Any evidence supporting your complaint, such as emails, texts, or photos (attach copies if available):
5. Have you previously reported this or related acts of harassment to a supervisor or manager? If yes, please provide details, including the name of the person to whom you reported, the date of the report, and any actions taken:
6. What action are you seeking in response to your complaint?

I affirm that the information I have provided in this complaint is true and accurate to the best of my knowledge.

Signature:

Date:

## Insurance Compliance Policy for Hi-Tide Condominium Association

**Purpose:** HTCA property and liability policies cover walls out and common area liability. To ensure comprehensive risk management and protection for all units, their owners, and the association, this policy requires that all unit owners carry adequate insurance coverage, including liability insurance designed for personal use or specific to short-term rental usage if owners are involved in rental activity, as well as HO6 policies.

### Policy:

#### 1. Insurance Requirements for Unit Owners:

All policies must name the Hi-Tide Condominium Association as an additional insured.

- **HO6 Policy:** Each unit owner must maintain an HO6 policy to cover the interior of their unit, including improvements, personal property, and any elements not covered by the Association's master policy. Coverage must be sufficient to ensure repairs or replacement in case of loss or damage. The policy must name the Hi-Tide Condominium Association as an additional insured.
- **Personal Liability Insurance:** Every unit owner must carry liability insurance with a minimum coverage of **\$300,000**. This coverage is intended to protect against any claims of injury or property damage arising within their unit. The policy must name the Hi-Tide Condominium Association as an additional insured.
- **Short-Term Rental Guidelines and Insurance:** Any unit owner renting their unit on a short-term basis must obtain liability insurance specifically for short-term rental exposure. The policy must name the Hi-Tide Condominium Association as an additional insured. This coverage must extend beyond what is provided by the HO6 policy to address risks associated with short-term rentals, including guest liability and potential damages caused by renters.
  - **Professional Management Requirement:** All owners engaging in short-term rental business must use professional management which provides daily supervision. Currently, this is established through the existing Rental Group as per **Bylaws Section 8.8.2**.

#### 2. Compliance and Documentation:

- **Proof of Insurance:** All unit owners are required to submit a Certificate of Insurance (COI) annually, which must include evidence of the minimum \$300,000 personal liability coverage and, if applicable, confirm that the policy specifically covers short-term rental exposure. If the unit owner is renting out their unit, the policy must specifically cover this exposure. Proof must be submitted by **February 1** of each year or as otherwise determined by the Board of Directors. The Certificate of Insurance (COI) must clearly state that the Hi-Tide Condominium Association is listed as an additional insured for all required policies, including HO6 and rental-specific insurance.
- **Maintaining Compliance:** Owners are responsible for ensuring that their insurance policies meet or exceed the minimum coverage requirements. The Board may periodically review the submitted documentation to confirm compliance.

### 3. Board Oversight:

- The Board of Directors may periodically communicate insurance expectations to unit owners and provide guidelines for the appropriate levels of coverage recommended.
- The Board shall collect and maintain records of individual insurance policies submitted by owners, solely for the purpose of verifying compliance with this policy.

**Approval and Implementation:** This policy may be adopted by unanimous decision of the Board of Directors in accordance with Article II, Section 2.1 of the Bylaws, and will be effective immediately upon approval. The Board will notify all unit owners of this policy following adoption.

**Authority:** This policy is supported by Section 19(c) of the Covenants, Conditions, and Restrictions (CCRs) and aligns with the Association's authority to establish and enforce insurance requirements for the protection of the condominium community.

### Unanimous Consent of the Board of Directors

The undersigned, being all the Directors of the Hi-Tide Condominium Association, hereby consent to and adopt the foregoing policy, effective as of the date of the last signing.

Board of Directors:

Craig Ottavelli

Signature: 

Date: 12/09/2024

Al Rubeck

Signature: 

Date: 12/09/2024

David Passey

Signature: 

Date: 12/09/2024

Rita Schilling

Signature: 

Date: 12/09/2024

Jery Furey

Signature: 

Date: 12/09/2024

The owners of the Hi-Tide desire communication amongst members regarding wishes to buy, sell, or trade units. In order to facilitate this interaction:

1. All members are encouraged to independently use the information in the HTCA roster to communicate their desires to buy, sell, or trade with other members.
2. The HTCA Board of Directors will have a standing report at each meeting to announce notifications of impending desires to buy, sell, or trade units.
3. Notification details should be provided in writing to the Board ([Info@HiTideCondominiumAssociation.org](mailto:Info@HiTideCondominiumAssociation.org)) at least one week before the scheduled meeting if a member wants specific information to be shared.
4. Upon request, the Board Secretary will email the group a separate notification of any members desire to buy, sell, or trade.

## **Hi-Tide Condominium Association Interest Income and Realized Gains Policy**

### **Purpose:**

This policy clarifies the handling of interest income and any realized gains from Hi-Tide Condominium Association (HTCA) accounts, particularly from reserve accounts, to ensure compliance with applicable laws and transparency for the benefit of the Association and its members.

### **Background and Regulatory Reference:**

HTCA is required to maintain reserve accounts and conduct a reserve study in accordance with RCW 64.34.380. These reserve accounts are intended to cover the cost of major repairs and replacements of common elements. This policy addresses the treatment of any income earned by these reserve accounts.

### **Policy Statement:**

All interest income, realized gains on investments, and other revenues earned by HTCA's reserve accounts are considered unrestricted funds of the Association. These earnings do not become part of the reserve funds and must be transferred to the Association's unrestricted operating account.

### **Transfer of Earnings Procedure:**

1. **Annual Transfer:** At least once per year, typically in December, the Treasurer or their designee, shall review all interest income and realized gains accumulated in reserve accounts. These earnings shall be transferred to the HTCA unrestricted operating account.

### **Responsibility for Compliance:**

The Treasurer is responsible for ensuring the proper transfer of earnings from reserve accounts to the unrestricted operating account in accordance with this policy. The Board of Directors shall oversee compliance, and any discrepancies must be reported during the annual financial review.

### **Policy Review:**

This policy will be reviewed annually by the Treasurer and/or Finance Committee to ensure compliance with evolving legal requirements and best practices, as well as alignment with the financial goals of HTCA.

### **Adopted:**

## Hi-Tide Condominium Association Maintenance Policy

### Interior Unit Responsibilities ("Paint In"):

- Owners are responsible for maintenance, repairs, and costs associated with the interior of their unit. This includes but is not limited to: flooring, appliances, fixtures, walls, utilities, and any other systems or finishes within the owner's walls.
- Owners must maintain their unit in a safe, clean, and attractive condition at their own expense.
- Owners are encouraged to purchase unit owner insurance for coverage of damages to their unit interior.
- For units managed by the LLC, the LLC is responsible for all interior maintenance charges, emergency or otherwise. The LLC may determine if costs are to be paid by the LLC or individual owners, but ultimately is responsible for charges.

### Exterior and Common Area Responsibilities:

- The Hi-Tide Condominium Association (HTCA) is responsible for maintenance, repairs, and costs associated with all common areas and external/structural elements of the buildings. This includes but is not limited to: roof, facade, windows, doors, decks, exterior lighting, landscaping, pools, roadways, and utility mains/meters.
- The HTCA maintains insurance coverage for the complex and common areas.

### Emergency Repairs:

- In the event of an emergency such as an active leak, gas leak, fire hazard, or any immediately dangerous situation, the HTCA will dispatch maintenance staff to resolve the issue as quickly as possible.

### Non-Emergency Repairs:

- For non-emergency repairs, owners must submit a formal request to the HTCA Board or Board designee for approval. If approved, the HTCA will repair the issue and charge the owner for time and materials.
- The HTCA expects timely payment for all maintenance charges and will not be responsible for determining payment liability between the LLC and individual owners.

This policy is enacted to uphold safety, aesthetic standards, and fiscal responsibility for the Hi-Tide Condominium Association and its owners. The policy is subject to amendment by the HTCA Board of Directors. Owners agree to abide by this policy as part of their HOA covenants.

## Hi-Tide Condominium Association Policy for Owner Use of

### Maintenance Manager Inside Personal Units

#### Purpose

To provide owners with access to the Maintenance Manager for assistance with small projects within personal units. This policy ensures owners understand their responsibilities and the terms under which they can utilize the Maintenance Manager for their personal unit maintenance needs.

#### Parameters

1. **Non-Emergency Projects:** This policy applies only to non-emergency projects. For emergency situations, owners should immediately contact the Maintenance Manager, the Building and Grounds Committee Chair, or a Director.
2. **Owner Responsibility for Supplies and Materials:** Owners are responsible for the cost of all supplies and materials required for any project performed within their units. The Maintenance Manager will not supply materials unless it meets the criteria outlined in section 8 for time-sensitive projects.
3. **No Warranty on Work:** There is no warranty expressed or implied on any work performed by the Maintenance Manager within an owner's unit. Owners accept the work as-is and assume all risks associated with the work.
4. **Project Submission Process:** All requests for projects must be submitted through the online maintenance request form provided by the Homeowners Association Board of Directors. No other forms of request submission will be accepted.
5. **Approval Discretion:** The Homeowners Association Board of Directors or their designee has the sole discretion to approve or deny project requests. All decisions made by the Board or their designee are final and non-negotiable.
6. **Project Timeline:** Approved projects will be scheduled according to a timeline set by the Homeowners Association Board of Directors or their designee. While owners can suggest preferred completion dates, the final scheduling is determined by the Board or their designee and may not accommodate all owner preferences.
7. **Service Fee:** A service fee set annually by the Board of Directors to cover current wage, benefit, and overhead expenses applies for the use of the Maintenance Manager with a minimum billing increment of 30 minutes. The fee will be charged regardless of the project's size or complexity.
8. **Time-Sensitive Projects:** For projects that are time-sensitive but not emergencies, the following applies:
  - **Urgency of Project:** The project is deemed time-sensitive if delaying it could lead to further damage or significantly impact the occupant's ability to use the unit. The Board of Directors or their designee will determine if the project qualifies as time-sensitive.
  - **Owner Unreachable or Swift Acquisition Needed:** If the nature of the project necessitates swift acquisition of materials or supplies, the Board of Directors or their designee may authorize the purchase of materials using its payment methods.
    - **Owner Responsibility:** The unit owner is responsible for reimbursing the HOA for any materials purchased in these time-sensitive situations.

- **Reimbursement for Mileage:** Reimbursement for mileage will be provided at the federal rate applicable at the time of travel.
- **Implicit Approval for Purchases:** By indicating that a project is time-sensitive, the owner gives implicit approval for the HOA to make any necessary purchases related to the project and acknowledges their responsibility to reimburse the HOA for all expenses incurred.

## 9. Reimbursement Process:

- **Documentation of Expenses:** The Maintenance Manager will provide receipts and documentation for all materials purchased and mileage incurred for time-sensitive projects. These documents will be submitted to the Homeowners Association (HOA) within 5 business days of the completion of the work.
- **Owner Notification:** The HOA or their designee will notify the unit owner of the total reimbursement amount due within 3 business days of receiving the documentation from the Maintenance Manager. This notification will include copies of the receipts and a summary of the expenses.
- **Payment Timeline:** Owners are required to reimburse the HOA for the documented expenses and pay for service fees within 15 business days of receiving the notification. Payments can only be made via check or through the payment system approved by the Board.
- **Dispute Resolution:** If an owner disputes any charges, they must notify the Board in writing within 5 business days of receiving the notification. The Board will review the dispute and provide a binding decision within 10 business days. Owners are still required to pay any undisputed amounts within the original 15 business day period.
- **Late Payments:** If an owner fails to pay within the specified timeline, a late fee of 10% per month will be applied to the outstanding balance. Persistent non-payment may result in further actions as outlined in the HOA's delinquency policy.

## 10. Policy Review and Updates:

- **Annual Review:** The Homeowners Association Board of Directors will conduct an annual review of this policy to ensure its effectiveness and relevance.
- **Owner Input:** Owners are encouraged to provide feedback and suggestions for policy improvements at any time. The Board will consider all feedback during the annual review process.
- **Amendments and Updates:** Any amendments or updates to the policy will be communicated to all owners in writing within 10 business days of the Board's decision.
- **Emergency Updates:** In the event of significant changes in circumstances or urgent needs, the Board reserves the right to make interim updates to the policy. Such updates will be communicated to owners as soon as possible and will be reviewed during the next annual review.



**Protocol for Personal deliveries to the Hi-Tide:**

1. Please notify the front office of a pending or possible delivery by telling or calling the Manager's office at 360 276 4142 or emailing at [hitide@coastaccess.com](mailto:hitide@coastaccess.com) or [jerryturerk@coastaccess.com](mailto:jerryturerk@coastaccess.com).
2. The front office will keep all manageable parcels secure in the back office until picked up by the owner, preferably within two weeks.
3. Large deliveries such as appliances or furniture need to be handled by the owner directly and delivered to their unit. If the owner is unable to receive the delivery, then contact the front office so arrangements can be made for the delivery to be put in the shop.
4. Employees will not be permitted to enter a private unit without the written permission of the owner. In the presence of the owner or with written permission, front office staff will help bring larger packages to units.

## **Picnic Table & Fire Pits Policy**

### **Objective:**

To ensure a safe and enjoyable environment for all residents by regulating the placement and use of picnic tables and fire pits.

### **Placement and Usage:**

#### **1. Picnic Tables:**

- Picnic tables may only be used only on the west side of the lawn, away from decks, porches, and immediate vicinity of neighboring units.
- This placement is out of respect for neighbors, ensuring minimal disruption and maintaining a peaceful environment.

#### **2. Smoking:**

- Smoking is allowed only in designated smoking areas.
- No smoking is permitted within 25 feet of any building to reduce the risk of fire and maintain air quality.

#### **3. Fire Pits:**

- No open flame portable fire units are allowed within 25 feet of any building.
- This rule is to prevent potential fire hazards, especially during colder months when individuals may be tempted to use portable fire units on decks.

### **Notifications and Signage:**

#### **• Check-In Notification:**

- Upon check-in, guests shall be informed of the following:
  - Picnic tables are to be used only on the west half of the lawn, away from neighbors' back decks.
  - No smoking within 25 feet of any building. Smoking is allowed only in designated areas.

#### **• Signage:**

- Clear signs shall be posted on deck walls stating:
  - "Use picnic tables only on the west half of the lawn."
  - "No smoking within 25 feet of any building."

By adhering to this policy, the HTCA aims to foster a harmonious community where all can enjoy shared amenities safely and respectfully.

## **Hi-Tide Condominium Association Employee Reference Check Policy**

### **Purpose:**

The purpose of this policy is to outline the standard procedures for responding to external inquiries for employee references to protect the privacy and confidentiality of current and former employees and to minimize legal risk to the association.

### **Scope:**

This policy applies to all volunteers, members, and employees who may receive and respond to requests for references from external parties, including but not limited to employers, landlords, and financial institutions.

### **Policy:**

#### **1. Authorized Personnel:**

Only designated members of the board of directors and their designees are authorized to respond to reference checks. Unauthorized persons, including association members, must redirect all reference inquiries to the authorized individuals.

#### **2. Information Disclosure:**

Responses to reference inquiries shall be limited to factual information that can be substantiated by employment records. Typically, this information includes:

- Dates of employment
- Job titles held during employment
- Duties associated with the role (upon request)

#### **3. Non-Disclosure of Termination Details:**

Specifics regarding employment termination, including the reasons for termination, shall not be disclosed to third parties unless:

- The former employee has provided a written consent authorizing the disclosure of such information.
- The inquiry is accompanied by a subpoena or other legal requirement to disclose more detailed information.

#### **4. Neutral Language:**

If pressed for details on the circumstances surrounding an employee's departure, respondents should use neutral language, such as "They separated from the organization," or "I can only confirm their dates of employment and job title."

#### **5. Documentation:**

All reference check inquiries and responses should be documented. This documentation should include the name of the inquiring party, the date of the inquiry, and a brief summary of the information provided.

6. **Confidentiality:**

Persons handling reference checks must ensure that all employee information is handled confidentially and in accordance with applicable data protection regulations.

7. **Compliance and Liability:**

This policy is designed to comply with all applicable employment laws and regulations. Adhering to this policy reduces the risk of legal liability for the organization and its volunteers and staff.

**Implementation:**

This policy is effective immediately. All current and new employees will be trained on this policy as part of their orientation and regular compliance training programs.

**Policy Review and Modification:**

This policy will be reviewed regularly and modified as needed to ensure compliance with evolving legal standards and best practices.

## Upgrades During Maintenance Policy

The Hi-Tide Condominium Association (HTCA) is responsible for repairing or replacing common elements like exterior doors, windows, facades, and other external features of the units and buildings.

- The HTCA will repair or replace these elements at its discretion, to maintain consistency with existing architectural standards and quality, across the complex.
- If an owner wishes to upgrade the quality of one of these features beyond the HTCA quality or functionality standards during a repair or replacement, they must first submit a written request and get approval from the Board of Directors or their designee.
- Approval shall include a reasonable estimated cost for the original repair or replacement. If an owner feels the approved estimated cost is too low, they may seek multiple bids at their own expense to submit for consideration of a higher reimbursement amount. Approval for a higher amount must come from the Board or Board designee prior to commencement of work.
- Installation of approved owner-initiated upgrades must be coordinated and managed by the owner following approval. The HTCA maintenance manager must be informed when contractors are on-site to provide oversight of the work.
- Upon completion of installation, owners may submit invoices for reimbursement of upgrade costs. Reimbursement will be limited to the reasonable estimated cost of the standard repair or replacement as initially approved by the Board or Board designee.
- Owners will not be reimbursed for any upgrade costs exceeding the final approved estimated reasonable cost identified prior to the commencement of work.

This policy ensures owners can request upgrades while also protecting the quality and architectural standards and budget limitations of the HTCA. All upgrades must be approved in advance. Owners are responsible for managing and funding any costs beyond the reasonable standard repair or replacement costs initially authorized.