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HI-TIDE CONDOMINIUM



Hi-Tide Condominium Association

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
ESTABLISHING THE CONDOMINIUM
TO BE KNOWN AS
HI-TIDE**

TAX PARCEL # 781500100000

AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

ESTABLISHING THE CONDOMINIUM
TO BE KNOWN AS

HI-TIDE

This Amended and Restated Declaration of Covenants, Conditions and Restrictions hereinafter called "Declaration", is made and sent to Montesano, Grays Harbor County, Washington, this 24th day of January 2022, has been approved by a vote of the Condominium Owners Association on June 12, 2021. These Amended and Restated Covenants, Conditions and Restrictions supersede the original Covenants, Conditions and Restrictions Establishing the Condominium to Be Known as Hi-Tide recorded on the 10th day of October, 1978 under recording number 137077, and as amended by the document recorded on the 9th day of January, 1981 under recording number 810112009, and as amended by the document recorded on the 10th day of February, 1984 under recording number 840224015, and as amended by the document recorded on the 2nd day of June, 1988 under recording number 880603039, and as amended by the document recorded on the 14th day of May, 1990 under recording number 900515074, and as amended by the document recorded the 13th day of June, 2005 under recording number 06130018.

WITNESSETH:

WHEREAS, The Condominium Owner's Association is the owner of certain real property described as follows:

Lots 1 to 11 inclusive, Block 4, together with all of vacated Warwick Street and Seventh Street adjacent thereto, all in Mill Addition to the Town of Moclips as per plat recorded in Volume 3 of Plats, Page 63, Records of Grays Harbor County. Lots 3 to 11 inclusive, Block 17, and Lot 1, Block 18 together with all vacated Seventh Street adjacent thereto, all in the Townsite of Moclips as per plat recorded in Volume 3 of Plats, Page 38, records of Grays Harbor County. All of the Northern Pacific railway right-of-way between Townsite of Moclips and Mill Addition lying North of the Southerly line of sixth Street and the Northerly line of Seventh Street per deed filed under Auditor File No. 83897 more particularly described as follows: All that portion of Government Lot 1, Section 7, Township 20 North, Range West, Willamette Meridian, Grays Harbor County, Washington described as follows: Beginning at the southwest corner of Lot 1, Block 4, Mill Addition to Moclips, then East along the North line of Sixth Street 117.48 feet to the Southwest corner of Lot 11, Block 3 of said Addition: then N 13 28'10"W 367.35 feet, along the East line of Warwick Street (vacated) to the Southwest corner of Lot 1 Block 1 of said Addition; then S 76 31'50"W 115.00 feet to the Southwest

corner of Lot 1, Block 18, original Townsite of Moclips; the N 13 36' 10"W 40 feet to the Northeast corner of Lot 1, Block 18 of said Townsite; the S 13 36' 10"E 328.50 feet to the Southwest corner of said Lot 3; then S 13 36' 10" E 112.50 feet to the Northeast corner of Lot 11, Block 16 of said Townsite; then N 76 23' 50" E 147.61 feet to the Northwest corner of the Riverside Addition which is the intersection of the South line of Sixth Street, the West line of Railroad Avenue and the East line of the Northern Pacific right-of-way; then N 13 28' 10" W 60.00 feet to the point of beginning.

RESERVATIONS:

The Owner's Association shall retain an easement for possible vehicular traffic and utility installations, consisting of the east 25' of vacated 7th Street as located by extensions of the east and west borders of vacated Warwick Street and that section of vacated Warwick Street adjacent to Block 4 of Mill Addition to the town of Moclips.

All reservations of record.

WHEREAS, the buildings heretofore constructed, upon the aforesaid premises which property is intended to constitute a condominium development under the terms and provisions of the Act and this Declaration: and

WHEREAS, The Condominium Owners Association desire and intends the filing of this Declaration and the above described property and the buildings and other improvements constructed thereon, together with all the appurtenances thereto, to the provisions of the aforesaid Act, and in addition to impose upon such property mutually beneficial restrictions under the general plan of improvement of the Declaration, and plans, for the benefit of all of the said condominium development and the owners of apartments therein;

NOW, THEREFORE, the Condominium Owner's Association does hereby publish and declare that all of the property, buildings an improvement described above are held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, an improved subject to the following covenants, conditions, restrictions, uses limitations and obligations, all of which are declared to be, and by acceptance of deeds or interest hereunder are agreed to be in furtherance of a plan for the said property and condominium apartments. The covenants, conditions and restrictions shall be deemed to run with the land in the individual apartments and shall be a burden and benefit upon the land in the apartments, and shall be binding upon any person acquiring any interest in the condominium apartments, the real property and improvements, their grantees, successors, heirs, executors, administrators, debtees, and assigns.

1. DESCRIPTION OF BUILDING AND APARTMENTS BUILDING "A"

Building "A" is a two story structure containing 14 apartments, 6½ on the first floor and 7½ on the second floor. The building is of wood frame construction with a wood and marblecrete exterior.

Apartment "A".

Approximate area: 1600 square feet.

Rooms: This apartment has eight rooms, including three bedrooms, two baths, living room and kitchen.

Location: Apartment "A" is located on the south end of the building, with living room, dining room, kitchen, one bath and one office on the first floor and two bedrooms and one bath on the second floor.

Access: This apartment has access from the east parking area and from the west yard area.

Other Data: This apartment has the exclusive right to use the west decks adjacent to it.

Apartments 1, 2, 3, 4, 5, and 6.A.

Approximate area: 600 square feet.

Rooms: Each of these apartments has one bedroom, one bath, kitchen, dining room and living room.

Location: These apartments are on the first floor with apartment 6 at the north end of the building. Apartment 5 is directly south of 6, 4 is directly south of 5, 3 is directly south of 4, 2 is directly south of 3, 1 is directly south of 2.

Access: Each of these apartments has access to the east parking area and the west yard area.

Other Data: Each of these apartments has the exclusive right to use the deck adjacent to it.

Apartments 21, 22, 23, 24, 25, 26, and 27.A.

Approximate area: 600 square feet.

Rooms: Each of these apartments has one bedroom, one bath, kitchen, dining room and living room.

Location: These apartments are on the second floor with apartment 27 at the north end of the building. Apartment 26 is directly south of 27, 25 is directly south of 26, 24 is directly south of 25, 23 is directly south of 24, 22 is directly south of 23, 21 is directly south of 22.

Access: Each of these apartments has access to the common second floor walkway, thence to the stairway and the east parking area.

Other Data: Each of these apartments has the exclusive right to use the deck adjacent to it.

BUILDING “B”

Building “B” is a two story structure with a basement parking and storage area. The building contains ten apartments, five on the first floor and five on the second floor. The building is of wood frame construction with a wood exterior.

Apartments 7, 8, 9, and 10B

Approximate area: 600 square feet.

Rooms: Each of these apartments has one bedroom, one bath, kitchen, dining room and living room.

Location: These apartments are on the first floor with apartment 7 on the east end of the building. Apartment 8 is directly west of 7, 9 is directly west of 8, and 10 is directly west of 9.

Access: Each of these apartments has access to the common 1st floor walkway, thence to the stairway and the garage and the south parking area.

Other Data: Each of these apartments has the exclusive right to use the deck adjacent to it, the identified parking stall below it, and the identified storage room at the end of the parking stall.

Apartments 11B:

Approximate area: 900 square feet.

Rooms: This apartment has two bedrooms, one bath, kitchen, dining room and living room.

Location: This apartment is on the west end of the first floor directly west of apartment 10.

Access: This apartment has access to the common 1st floor walkway, thence to the stairway and the garage and the south parking area.

Other Data: This apartment has the exclusive right to use the deck adjacent to it, the identified parking stall below it, and the identified storage room at the end of the parking stall.

Apartments 28, 29, 30, and 31B.

Approximate area: 600 square feet.

Rooms: Each of these apartments has one bedroom, one bath, kitchen, dining room and living room.

Location: These apartments are on the second floor with apartment 28 on the east end of the building. Apartment 29 is directly west of 28, 30 is directly west of 29, and 31 is directly west of 30.

Access: Each of these apartments has access to the common 2nd floor walkway, thence to the stairway and the garage and the south parking area.

Other Data: Each of these apartments has the exclusive right to use the deck adjacent to it, the identified parking stall below it, and the identified storage room at the end of the parking stall.

Apartments 32B:

Approximate area: 900 square feet.

Rooms: This apartment has two bedrooms, one bath, kitchen, dining room and living room.

Location: This apartment is on the west end of the second floor directly west of apartment 31.

Access: This apartment has access to the common 2nd floor walkway, thence to the stairway and the garage and the south parking area.

Other Data: This apartment has the exclusive right to use the deck adjacent to it, the identified parking stall below it, and the identified storage room at the end of the parking stall.

BUILDING "C"

Building "C" is a two story structure with a basement parking and storage area. The building contains ten apartments, five on the first floor and five on the second floor. The building is of wood frame construction with a wood exterior.

Apartments 12C:

Approximate area: 900 square feet.

Rooms: This apartment has two bedrooms, one bath, kitchen, dining room and living room.

Location: This apartment is on the southern end of the first floor directly south of apartment 13.

Access: This apartment has access to the common 1st floor walkway, thence to the stairway and the garage and parking area.

Other Data: This apartment has the exclusive right to use the south and west decks adjacent to it, the identified parking stall below it, and the identified storage room at the end of the parking stall.

Apartments 13, 14, and 15C

Approximate area: 600 square feet.

Rooms: Each of these apartments has one bedroom, one bath, kitchen, dining room and living room.

Location: These apartments are on the first floor with apartment 13 directly north of 12 and 14 is directly north of 13 and 15 is directly north of 14.

Access: Each of these apartments has access to the common 1st floor common walkway, thence to the stairway and the parking garage and the parking area.

Other Data: Each of these apartments has the exclusive right to use the west deck adjacent to it, the identified parking stall below it, and the identified storage room at the end of the parking stall.

Apartments 16C:

Approximate area: 900 square feet.

Rooms: This apartment has two bedrooms, one bath, kitchen, dining room and living room.

Location: This apartment is on the north end of the first floor directly north of apartment 15.

Access: This apartment has access to the common 1st floor walkway, thence to the stairway and the garage and parking area.

Other Data: This apartment has the exclusive right to use the west and north decks adjacent to it, the identified parking stall below it, and the identified storage room at the end of the parking stall.

Apartments 33C:

Approximate area: 900 square feet.

Rooms: This apartment has two bedrooms, one bath, kitchen, dining room and living room.

Location: This apartment is on the south end of the second floor directly south of apartment 32.

Access: This apartment has access to the common second floor common walkway, thence to the stairway and the garage and parking area.

Other Data: This apartment has the exclusive right to use the south and west decks adjacent to it, the identified parking stall below it, and the identified storage room at the end of the parking stall.

Apartments 34, and 35C.

Approximate area: 600 square feet.

Rooms: Each of these apartments has one bedroom, one bath, kitchen, dining room and living room.

Location: These apartments are on the second floor with apartment 34 directly north of 33 and 35 directly north of 34.

Access: Each of these apartments has access to the common second floor walkway, thence to the stairway and the garage and the parking area.

Other Data: Each of these apartments has the exclusive right to use the west deck adjacent to it, the identified parking stall below it, and the identified storage room at the end of the parking stall.

Apartment 36C:

Approximate area: 550 square feet.

Rooms: This apartment has one bedroom, one bath, kitchenette, dining area and living room.

Location: This apartment is on the second floor directly north of apartment 35.

Access: This apartment has access through a second floor entry hallway shared with apartment 37, to the second floor common walkway, thence to the stairway and the garage and parking area.

Other Data: This apartment has the exclusive right to use the deck adjacent to it, and the identified parking stall below it.

Apartments 37C:

Approximate area: 950 square feet.

Rooms: This apartment has one bedroom, one bath, kitchen, dining room and living room and sauna room.

Location: This apartment is on the north end of the second floor directly north of apartment 36.

Access: This apartment has access through a second floor entry hallway shared with apartment 36, to the common second floor walkway, thence to the stairway and the garage and the south parking area.

Other Data: This apartment has the exclusive right to use the west and north decks adjacent to it, the identified parking stall below it and the identified storage room at the end of the parking stall.

2. DESCRIPTION OF COMMON AREAS & FACILITIES

The common areas and facilities consist of the following:

- (a) The land above described, on which the buildings are situated.
- (b) The concrete foundations, columns, girders, beams, supports, main walls (excluding non-bearing interior partitions of apartments), and all other structural parts and roof of building.
- (c) The walkways, stairways, entrances and exits of the building.
- (d) The gardens, walkways, driveways and parking areas around the buildings.
- (e) The installations of central services such as power, light, hot and cold water and heating.
- (f) The building together with the lighting and plumbing thereof used for cleaning of clams.

3. DESCRIPTION OF LIMITED COMMON AREAS & FACILITIES

The limited common areas are:

- (a) The first floor storage and service room are for the exclusive use of the apartment manager.
- (b) The decks adjacent to the apartments are reserved for the exclusive use of the adjacent apartment.
- (c) Apartment "A" is reserved for the exclusive use of the apartment manager.

4. **VALUES AND PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS**
 This condominium consists of 34 apartments and related common and limited common areas.
 The total value is \$1,595,400.00. The percentage of undivided interest in the common areas and facilities, which percentage attaches to each specific apartment and its owner for all purposes including voting, is, for each of the apartments:

BUILDING "A"

<u>Apartment</u>	<u>Price</u>	<u>Percentage</u>
"A"	---	---
A-1	\$35,000.00	3.03
A-2	35,000.00	3.03
A-3	35,000.00	3.03
A-4	35,000.00	3.03
A-5	35,000.00	3.03
A-6	37,500.00	3.03
A-21	36,700.00	3.03
A-22	36,700.00	3.03
A-23	36,700.00	3.03
A-24	36,700.00	3.03
A-25	36,700.00	3.03
A-26	36,700.00	3.03
A-27	38,500.00	3.03

BUILDING "B"

<u>Apartment</u>	<u>Price</u>	<u>Percentage</u>
B-7	\$48,900.00	3.03
B-8	48,900.00	3.03
B-9	48,900.00	3.03
B-10	48,900.00	3.03
B-11	68,900.00	3.03
B-28	48,900.00	3.03
B-29	48,900.00	3.03
B-30	48,900.00	3.03
B-31	48,900.00	3.03
B-32	68,900.00	3.03

BUILDING "C"

<u>Apartment</u>	<u>Price</u>	<u>Percentage</u>
C-12	\$72,900.00	3.03
C-13	52,900.00	3.03
C-14	52,900.00	3.03
C-15	52,900.00	3.03

C-16	72,900.00	3.03
C-33	72,900.00	3.03
C-34	52,900.00	3.03
C-35	52,900.00	3.03
C-36	51,900.00	3.03
C-37	76,900.00	3.03

5. SERVICE OF PROCESS

Hi-Tide Ocean Beach Resort, P.O. Box 308, (4890 Railroad Ave.) Moclips, Washington, 98562, is hereby designated as the identity to receive process in cases provide in the Act.

6. OWNERS ASSOCIATION AND VOTING

a. All of the owners of apartments shall constitute the HI-TIDE Owners Association as provided in the Act.

Natural persons, partnerships, corporations, trusts or other lawful business entities may own or have ownership interests in apartments.

b. The total voting power of all owners shall be 100 votes and the total number of votes available to owners of any one apartment shall be equal to the percentage of undivided interest in the common areas and facilities appertaining to such apartment. If a person, corporation or firm owns more than one apartment he or it shall have the votes for each apartment owned.

c. There shall be one voting owner or agent for each apartment. Such voting owner or agent shall be designated by the owner or owners of an apartment by written notice signed by each party with an ownership interest, which notice shall be filed with the board or managing agent. The voting agent need not be an owner. Any designation of voting owner or agent may be revoked at any time by any one of the parties with an ownership interest in the apartment upon written notice filed with the board or manager, and shall be deemed revoked when the board or manager receives actual notice of the death or judicially declared incompetency of the owner or one of the owners of an apartment, or of the conveyance by such owner of his apartment. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made, the husband, if a husband and wife have an ownership interest, shall be the voting owner for such interest, and in other situations where there is more than one owner, the voting owner shall be the group composed or all owners of the apartment and any or all of such persons may attend any meeting of the owners and those present at any meeting, if they act unanimously, may cast the votes to which their apartment is entitled.

d. As used in this declaration, the term "Mortgage" shall include a deed of trust and the term "Mortgagee" shall include the beneficiary of a deed of trust. The owners of an apartment may pledge their vote regarding special matters to a mortgagee of the apartment. In the event the

owner or owners have pledged their vote regarding special matters to a mortgagee, and if in addition a copy of such mortgage with a statement of the special items respecting which the vote is pledged is filed with the manager or board, only the vote of the mortgagee or its agent will be recognized in regard to the special matters upon which the vote is so pledged. Amendments to this paragraph shall only be effective on the written consent of all the voters and their respective mortgagees, if any.

e. In the event of a contract sale of an apartment, contract purchaser shall be the party entitled to cast a vote for the apartment unless the contract specifically reserves the voting power regarding special matters to the vendor and a copy of the contract with a statement of special items as to which the vote is reserved is filed with the manager or board, in which case, only the vote of the vendor or his agent will be recognized with regard to the special matters so reserved. Amendments to this paragraph shall only be effective upon the written consent of all the voting owners and their respective vendors, if any.

7. QUORUM – MEETING

a. The presence at any meeting of apartment owners or their agents having a majority of the total votes shall constitute a quorum. In the event that a quorum is not present at any meeting, the owners present, though less than a quorum may adjourn the meeting to a later date and give notice thereof to all the owners in accordance with the notice provisions of the Declaration, and at the meeting the presence of owners holding in excess of thirty (30%) percent of the total votes shall constitute a quorum for the transaction of business; but in the event a quorum is not present at that meeting, the owners present, though less than a quorum, may give notice to all the owners in accordance with the notice provisions of this Declaration of a further adjourned meeting, and, at that meeting, whatever owners are present shall constitute a quorum. Unless otherwise expressly provided in this Declaration, any action may be taken at a meeting of the owners upon the affirmative vote of a majority of the voting power of the owners present and voting, providing that a quorum is present.

b. There shall be an annual meeting of the owners in the first half of each year at such reasonable place and time as may be designated by written notice of the board delivered to the owners not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting, the board shall present an audit of the common expenses, itemizing receipts and disbursements for the preceding calendar year, the allocation thereof to each owner, and the estimated common expenses for the coming year. Within ten (10) days after the annual meeting, a statement summarizing the audit shall be delivered or mailed to the owners not present at said

meeting. The board at any time, or twenty (20%) percent of the owners by written request, may require that an audit of the owners association and management books be presented at any special meeting. An apartment owner, at his own expense, may at any reasonable time make an audit of the books of the board and manager.

c. Special meetings of the owners may be called at any time for the purpose of considering matters which by the terms of the Act or of this Declaration require the approval of all or some of the owners, or for any reasonable purpose. Said meeting shall be called by written notice, signed by a majority of the board, or by the owners having 1/3 of the total votes and delivered not less than ten (10) days prior to the date fixed for the said meeting, and the matters to be considered at such meeting.

8. NOTICES

a. Any notice permitted or required to be delivered as provided herein shall or may be delivered either personally or by mail. If delivery is made by mail, such notice shall be deemed to have been delivered twenty-four hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to the person entitled to such notice at the address given by such person to the board or manager, in writing, for the purpose of service of such notice. Notice to the owner or owners of an apartment shall be sufficient if mailed to the apartment of such person or persons if no other mailing address has been given to the manager or board by any of the persons so entitled. Such address may be changed from time to time by notice in writing to the board or to the manager. Notice to be given to the manager or to the chairman or to the secretary of the board.

b. Upon written request therefore, and for a period of ten (10) years after such request, the vendor, mortgagee, or deed of trust beneficiary of any apartment shall be entitled to be sent a copy of notices respecting the apartment covered by such security instrument until the request is withdrawn or the security right is charged.

9. BOARD OF DIRECTORS OF THE HI-TIDE OWNERS ASSOCIATION, COMPOSITION, ELECTION, TERM, PROCEEDINGS

a. Composition. The Board of Directors of the Hi-Tide Owners Association shall be composed of five apartment owners. Individual owners, general partners or partnerships, and officers of corporations with ownership interests may be elected to and serve on the board.

b. Election. At each annual meeting, subject to the provisions of subparagraphs a. of this section, the owners shall elect directors to replace those whose terms have expired. Nomination of a slate of candidates for subsequent Boards may be made by a nominating committee selected

by the Board. Additional nominations may only be made by means of a petition signed by at least three apartment owners. Nominations shall be made to conform the Board to the composition provided for in subparagraph a. hereof.

c. Term. Members of the Board shall serve for a term of two (2) years; provided that two of the five members of the first full term Board elected shall serve for a one-year term. The other three shall serve until their respective successors are elected, or until their death, resignation or removal; provided that if any member ceases to be an owner, his membership on the Board shall thereupon terminate. In the event of a vacancy occasioned by any cause other than removal, the remaining Board members may elect a replacement Board member who shall serve until the next annual meeting or until any special meeting called to elect a new Board member.

d. Removal. Subject to the provisions of subparagraphs a. and f. hereof, any Board member may be removed from membership on the Board and a successor may be elected for the unexpired term by a vote of the owners at a special meeting called for such a purpose; provided that unless the entire Board is removed, an individual member shall not be removed if the number of votes cast against his removal exceeds twenty percent of the total voting power.

e. Proceedings. Three members of the Board shall constitute a quorum and, if a quorum is present, the decision of a majority of those present shall be the act of the Board. From its membership the Board shall elect a president of the Board and the Association who shall preside over both its meetings and those of the owners. The Board shall additionally elect a vice president, a secretary and a treasurer. The latter two offices may be combined and the manager may, under the direction of the secretary and treasurer, perform the functions of these offices under the direction of the officer if the Board so directs. Meetings of the Board may be called, held and conducted in accordance with this Declaration and such by-laws and regulations as the Board may adopt. The Board may also act without a meeting by unanimous written consent of its members as evidenced by their signature upon any minutes or resolutions of the Board.

f. Mortgagee of the apartment refers to the holder of the mortgage of deed of trust on an apartment which was recorded simultaneous with or after the recordation of this declaration. Mortgagee of the condominium refers to the holder of the deed of trust or mortgage on the real property which this declaration affects and which was executed and recorded prior to the recordation of this declaration.

10. AUTHORITY OF THE BOARD

The Board, for the benefit of the Condominium and the owners, shall enforce the provisions hereof and shall acquire and shall pay for out of the common expense fund hereinafter provided for, the following:

- a. Water, sewer, garbage collection, electrical, and other necessary utility service for the Common Area (and to the extent not separately metered or charged, for the Apartments);
- b. Policies of insurance as the same are more fully set forth in paragraph 28 of this declaration.
- c. The services of a person or firm to manage the affairs of the Condominium (herein called "the Manager") to the extent deemed advisable by the board, as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Common Area, whether such personnel are employed directly by the Board or are furnished by the Manager.
- d. Legal and accounting services necessary or proper in the operation of the Association affairs, administration of the Common Area or the enforcement of this Declaration.
- e. Painting, maintenance, repair and all landscaping and gardening work for the Common Area, and such furnishings and equipment for the Common Area as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Area; provided however, that the interior surfaces of each apartment shall be painted, maintained and repaired by the owners thereof, all such maintenance to be at the sole cost and expense of the particular owners.
- f. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of this Declaration; provided that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular apartments, the cost thereof shall be specially assessed to the owner of such apartment.
- g. Maintenance and repair of any Apartment, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Area or preserve the appearance and value of the Condominium Development, and the owner or owners of said apartment have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said owner or owners, provided that the Board shall levy a special assessment against the apartment of such owner or owners for the cost of said maintenance or repair.

h. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the property or against the Common Areas, rather than merely against the interest therein of particular owners. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs and expense incurred by the Board by reason of such lien or liens shall be assessed against the owners and the apartments responsible to the extent of their responsibility.

11. BOARD POWERS, EXCLUSIVE

The Board shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the common expense fund.

12. ALTERATIONS, ADDITIONS AND IMPROVEMENT - LIMITATION

The Board shall make no alterations, capital additions to, or capital improvements of the Common Areas or individual apartments requiring an expenditure in excess of Five Thousand Dollars (\$5,000), without prior approval of the owners holding a majority of the total votes. Any structural alterations to apartments or changes of apartment configuration are governed by Section 18 hereof.

13. COMMON EXPENSES: ASSESSMENTS

a. Within thirty (30) days prior to the beginning of each calendar year the Board shall estimate the net charges to be paid during such year, and may include a reasonable provision for contingencies and replacement and acquisition and operating reserves, less any expected income and any surplus available from the prior year's fund. Said estimated requirement shall be assessed to apartments and the owner or owners thereof pursuant to the percentage of individual interest in the common areas and facilities set forth in Section 4 of this Declaration. If said sum estimated proves inadequate for any reason, including nonpayment of any owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the owners in like proportions. Each owner shall be obligated to pay assessments made pursuant to this paragraph to the treasurer or Manager for the Association in equal monthly installment on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate, and any unpaid assessments shall bear interest at the rate of ten percent (10%) per annum from the due date until paid.

b. All funds collected hereunder shall be expended for the purpose designated herein.

c. The Board shall require that the Association maintain separate accounts for current operations, reserves, and a special separate reserve account for payment of insurance. Each month the Board shall first deposit to the insurance reserve account that portion of the common expenses assessment necessary to pay at least one-twelfth of the total cost of all of the insurance policies provided regarding the condominium or called for in this Declaration, and such insurance reserve account shall be held separately and inviolate until utilized for payment of insurance premiums. Thereafter the remainder of the common expenses collected may be utilized for payment of other expenses or deposited or credited to other accounts.

d. The omission by the Board, before the expiration of any year, to fix the assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the receding year shall continue until a new assessment is fixed.

e. The Manager or Board shall keep detailed accurate records in the form established by the Association's accountant of the receipts and expenditures of the Association, and affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the common area and any other expense incurred. Such records and any resolutions authorizing the payments involved shall be available for examination by any owner at convenient hours of week days.

14. DEFAULT IN PAYMENT OF ASSESSMENTS – COLLECTION – NOTICE OF OBLIGATION

a. Each monthly assessment and each special assessment shall be separate, joint and several personal debts and obligations of the owner or owners of apartments for which the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of the assessment, whether regular or special, assessed to the owner of any apartment, plus interest at the legal rate, and cost, including reasonable attorney's fees, shall be a lien upon such apartment. The said lien for payment of common expenses shall have priority over all other liens and encumbrances, except for those provided in RCW 64.32200 (2).

b. A certificate executed and acknowledged by the treasurer or the president of the Board or by the Manager if neither the president nor treasurer is available, stating the indebtedness or lack thereof secure by the lien upon any apartment created hereunder shall be conclusive upon

the Board and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or an encumbrancer or prospective encumbrancer of an apartment within a reasonable time after request, in recordable form, at a reasonable fee, not to exceed Ten Dollars (\$10.00). Any encumbrancer holding a lien on an apartment may pay any unpaid common expenses payable with respect to such apartment and upon payment such encumbrancers shall have a lien on such apartment for the amounts paid of the same rank as the lien of his encumbrance.

c. Security deposit: An apartment owner other than a mortgagee of the condominium who has taken possession of any apartment pursuant to the exercise of his security interest may be required, by the Board of the Association of Apartment Owners, from time to time, to make a security deposit not in excess of three months' estimated monthly assessments, which may be collected as are other assessments. Such deposit shall be held in a separate fund, credited to such member, and resort may be had thereto at any time when such member is ten (10) days or more delinquent in paying his monthly or other assessments.

d. Foreclosure of assessment lien – Attorney's fees and costs: The Manager or Board of Directors on behalf of the Hi-Tide Owner's Association may initiate action to foreclose the lien on any assessment. In any action to foreclose a lien against any apartment for nonpayment of delinquent assessments, any judgment rendered against the owners in favor of the Association shall include a reasonable sum for attorney's fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to taxable costs permitted by law.

e. From the time of commencement of any action to foreclose a lien against an apartment for nonpayment of delinquent assessments, the owner of such apartment shall pay to the Association the reasonable rental value of said apartment to be fixed by the Board of Directors of the Association, and the plaintiff in any such foreclosure shall be entitled to the appointment of a receiver to collect the same, who may, if said rental is not paid, obtain possession of the apartment, refurbish it for rental up to a standard for rental units in this type of building, rent or permit the rental to others and apply rents to cost of the receivership and attorney's fees thereof, then to costs of refurbishing the apartment, then to public charges, then to the Association to pay delinquent assessment charges.

f. Termination of utility service: In addition to and not by way of limitation upon other methods of collecting any assessments, the Association shall have the right, after having given ten (10) days notice to any apartment owner who is delinquent in paying his assessments, to cut

off any or all utility services to the delinquent owner's apartment until such assessments are paid.

g. If an apartment is rented by its owner, the Board may collect and the tenant or lessee shall pay over to the Board so much of the rent thereof as is required to pay any amounts due the Board hereunder, plus interest and costs, if the same are in default over thirty (30) days. The renter or lessee shall not have the right to question payment over to the Board, and such payment will discharge the lessee's or renter's duty of payment to the owner but will not operate to discharge the continuing obligations of the owner under this Declaration for assessment, or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed.

h. The remedies provided are cumulative and the Board may pursue them concurrently, as well as any other remedies which may be available under law although not expressed herein.

15. MORTGAGE PROTECTION

a. Notwithstanding all other provisions hereof, the liens created hereunder upon any apartment for assessments shall be subject and subordinate to, and shall not affect the rights of the holder of, any indebtedness secured by mortgages or deeds of trust upon the apartment made in good faith and for value, provided that after the foreclosure of any such mortgage or deed of trust there may be a lien created pursuant to the provisions hereof upon the interest of the purchaser at such sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein, all as provided in RCW 64.32.200.

b. In the event that professional management is employed by the Association, institutional first mortgagees of apartments or institutional, first deed of trust beneficiaries will be given at least thirty (30) days notice of any contemplated change in the professional manager.

c. Except when acting pursuant to the provisions of the Act involving damage or destruction, the Association shall not, without consent of all institutional first mortgagees and institutional first deed of trust beneficiaries of any apartment, seek to abandon the condominium status of the project.

d. The Association shall not partition or subdivide any apartment or the common elements of the project, or accept any proposal so to do, without the prior approval of all institutional first mortgagees or institutional first deed of trust beneficiaries of any apartment affected.

e. The Association shall not change the percentage of interest for the purpose of changing the levying of assessments and charges and determining shares in the common elements and project proceeds without the prior approval of all institutional first mortgagees or institutional first deed of trust beneficiaries of any apartment.

f. No amendment of this Declaration shall be effective to modify, change, limit or alter the right expressly conferred upon mortgagees in this instrument with respect to any unsatisfied mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such mortgage.

16. DELEGATION TO MANAGER

a. The Board may delegate any of its duties, powers or functions, including, but not limited to, the authority to give the certificates provided for herein, to any person or firm, to act as Manager of the Condominium, provided that any such delegation shall be revocable immediately upon notice from the Board. The members of the Board shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated. In the absence of any appointment, the president of the Board may act as Manager.

b. The Board shall have the right to retain or discharge any Manager as it determines desirable in its discretion.

17. OWNER'S OBLIGATION TO REPAIR: BALCONIES, DECKS, PARKING SPACES

a. Each apartment owner shall at the said owner's expense keep the interior of his apartment and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and provide upkeep which may at any time be necessary to maintain the good appearance and condition of the apartment. In addition to decorating and keeping the interior of the apartment in good repair, the owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, heating fixtures, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals, washers, dryers, or ranges that may be in, or connected with, the apartment.

b. The owner shall also, at the owner's expense, keep the lanais and any parking spaces which have been assigned to his apartment in a clean and sanitary condition and is generally responsible for their maintenance. The Association and Manager shall not be responsible to the owner for loss or damage by theft or otherwise of articles which may be kept or stored by the owner in a storage space, parking space or apartment.

c. The owner shall not modify, paint or decorate any portion of the exterior of the buildings or other common area or any portion of the deck or parking space without first obtaining written consent of the Board. In order to maintain a uniform pleasing architectural appearance, the owners agree that the Board may require painting of each lanai and regulate the type and color of paint to be used, and may contract for painting of all lanais as a common expense.

18. PROVISIONS REGARDING MODIFICATION OF APARTMENT – SUBDIVIDING AND COMBINING

a. The owner shall not, without first obtaining written consent of the Board, make or permit to be made any structural alteration, improvement or addition in or to his apartment or in or to the exterior of the building or common or limited common area. The owner shall not act nor do any work that will impair the structural soundness or integrity of the building or safety of the property or impair any easement or hereditament without the written consent of all owners.

b. Subdivision and/or combining of any apartment or apartments, Common Areas and facilities or limited Common Areas and facilities are authorized only as follows: Any owner of an apartment or apartments may propose such subdividing and/or combining in writing, together with complete plans and specifications for accomplishing the same prepared by a registered architect, engineer or surveyor, and a proposed amendment to the Declaration covering such subdivision or combining, to every other apartment owner. Upon written approval of such proposal and signature of the amendment to the Declaration by every other owner, the owner making the proposal may proceed according to such plans and specifications. The changes in the Survey Map, Plans and Declaration shall be placed of record as amendments to the Survey Map, Plans and Declaration of Condominium. This section is subject to Section 30 hereof.

19. LIMITATION ON USE OF APARTMENTS AND COMMON AREA

The apartments and common area shall be occupied and used as follows: (references to common area include limited common areas)

a. No owner shall occupy or use his apartment, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single family residence for the owner and the owner's family or lessees or guests, except as otherwise expressly provided herein.

b. There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior consent of the Board.

c. Nothing shall be done or kept in any apartment or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the

Board. No owner shall permit anything to be done or kept in his apartment or in the common areas which will result in the cancellation of insurance on any unit of any part of the common area, or which would be in violation of any law. No waste will be committed in the common area.

d. No sign of any kind shall be displayed to the public view on or from any apartment or the common area without the prior consent of the Board.

e. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any apartment or in the common area, except that dogs, cats or other household pets may be kept in the apartments, subject to rules and regulations adopted by the Board.

f. No noxious or offensive activity shall be carried on in any apartment or in the common area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

g. Nothing shall be altered or constructed in or removed from the common area except upon written consent of the Board.

h. The Board may adopt rules regarding the above use limitations both for apartments and the common areas. There will be no violation of such rules adopted by the Board and furnished in writing to the owners.

20. ENTRY FOR REPAIRS

The Board or its agents may enter any apartment when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the owners as practicable, and any damage caused thereby shall be repaired by the Board out of the common expense fund if the entry was for the purpose of maintenance, or repairs, to Common Area or another apartment where the repairs to the other apartment were undertaken by the Board.

21. FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE - NO WAIVER

The failure of the Board or Manager to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right of option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board or Manager of any assessment from an owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waive of such breach,

and no waiver by the Board or Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board or Manager.

22. LIMITATION OF BOARD AND ASSOCIATION LIABILITY

The Board shall not be liable for any failure of any utility or other service to be obtained and paid by the Board hereunder, or for injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from making or repairs or improvements to the common area, or from any action taken to comply with any law, ordinance or orders of a governmental authority. This exemption extends to the entire Association as well as the Board. This section shall not be interpreted to impose any form of liability by any implication upon the Board or the Association.

23. INDEMNIFICATION OF BOARD MEMBERS

Each member of the Board shall be indemnified by the owners against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board, or any settlement thereof, whether or not he is a member of the Board at the time such expenses are incurred, except in such cases wherein the member of the Board is adjudged guilty or willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement and reimbursement as being for the best interests of the Association.

24. INSURANCE

The Board shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided herein, and shall also provide insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium developments similar in construction, design and use. The insurance policies shall insofar as reasonably possible be governed by the following minimum provisions, and such insurance shall be on a master policy basis covering the entire condominium development:

a. A policy or policies of fire insurance with extended coverage for full insurable replacement cost covering each of the apartments individually, the buildings as a whole, and the common area, or such other fire and casualty insurance as the Board shall determine give substantially equal or greater protection to the owners and their mortgagees, as their respective

interests may appear. The policy or policies shall provide for separate protection for each apartment to the full insurable replacement cost thereof and provide for separate loss payable endorsements in favor of any vendor, mortgages or mortgagees, or deed of trust beneficiary of each apartment.

b. The Board of the Hi-Tide Owner's Association, shall be designated in the policy as named insured, and as trustee for each of the apartment owners of the Condominium in the percentages established in this Declaration, authority to adjust any loss and receive payment of insurance proceeds for the benefit of all apartment owners as their respective interests may appear. The Board as trustee shall deal with such proceeds as provided in this Declaration, or as provided by law.

c. A policy or policies insuring the Association, the Board, the individual owners and the Manager against any liability to the public or to the owners of apartments, their guests, invitees, or tenants, for property damage or bodily injury incident to the ownership or use of the Common Areas or apartments. Limits of liability under such insurance shall be set by the Board. Said policy or policies shall be issued on a comprehensive liability basis and shall provide a cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured, or other equivalent coverage of liability of the Association or owners to another owner.

d. All of the insurance policies described and the coverages set forth therein shall be reviewed at least annually by the Board, and the Board shall request of the agent or insurance carrier annual or more frequent updating of valuations so that the fire insurance policies continuously reflect full replacement cost and the liability policies provide for adequate liability coverage.

e. Workman's compensation coverage or employer's liability insurance to the extent necessary to comply with any applicable laws.

f. All policies shall be written with a company licensed to do business in the State of Washington and holding a rating of "AAA" or better by Best's Insurance Reports.

g. A fidelity bond naming the Board and the Manager, and such other persons as may be designated by the Board as principals, and the Association and Board as obliges, in amounts specified in the by-laws, shall be obtained to protect the funds of the Association and the assessments being collected.

h. To the extent permitted in the policy of insurance, subrogation is waived as to any claims among or against the Board, the Association, the Manager, the individual apartment owners and their respective servants, agents and guests.

i. The policies shall provide that the master policy on the Condominium cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board or Manager, without a prior demand in writing that within a reasonable time the Board or Manager cure the defect or obtain cessation of the conduct.

j. The policies shall provide that any “no other insurance” clause in the master policy excludes individual owners’ policies from consideration.

Each owner may obtain additional insurance for his apartment as provided in RCW 64.32.220 and 64.32.010(1) at his own expense; provided, however, that no owner shall be entitled to exercise his right to maintain insurance coverage in any manner which would decrease the amount the Board, in behalf of all owners, will realize under any insurance policy which the Board may have in force on the Condominium at any particular time. Each owner is required to agree to notify the Board of all improvements by the owner to his unit, the value of which is in excess of One Thousand Dollars (\$1,000.00). Any owner who obtains individual insurance policies covering any portion of the Condominium other than personal property belonging to such owner is hereby required to file a copy of such individual policy or policies with the Board within thirty (30) days after purchase of such insurance, and the Board shall immediately review its effect with the Board’s insurance broker, agent or carrier.

25. DAMAGE AND DESTRUCTION

In case of fire, casualty or any other disaster covered by the insurance policies causing any damage or destruction to any apartment or Common Areas, the insurance proceeds shall be applied toward the reconstruction of the building. Reconstruction, as used in this paragraph, means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty, or other disaster, with each apartment and the Common Area having the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations may be made. Such reconstruction shall be accomplished by the Board, or the Manager at the Board’s direction. The Board, or the Manager at the Board’s direction, shall have the authority to employ an architect, advertise for bids and let contracts to contractors and others as required to effect the reconstruction. The Board may authorize the insurance company to proceed with the reconstruction upon satisfaction of the Board that such reconstruction will be appropriately carried out.

If the insurance proceeds are insufficient to repair or reconstruct the building or buildings, damage to or destruction of the buildings shall nevertheless be promptly repaired and restored by the Board, utilizing available funds, and all apartment owners shall be liable equally for assessment for any deficiency as a common expense.

A unanimous decision of the apartment owners will be required to avoid the provisions of this section and determine not to rebuild, repair or restore the building. In the event of a decision not to rebuild, the Board may nevertheless expend such of the insurance proceeds as may be necessary to remove the remains of building and place the site in condition required by and applicable governmental rule or regulation, or in such condition as the Board may determine is necessary to reasonably protect the owners from liability from the condition of the site, and the funds shall thereafter be held and distributed as provided by statute. In case of conflict between this Section and RCW 64.32.230, the latter prevails.

26. ENFORCEMENT

Each owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations and by-laws passed hereunder, as the same may be lawfully amended from time to time, and with decisions adopted pursuant to said Declaration and administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damage, or injunctive relief, or both, maintainable by the Board of Manager on behalf of the owners, or in a proper case, by an aggrieved owner.

27. ASSOCIATION PROPERTY

The Board or Manager may, from common funds of the Association, acquire and hold in the name of the Association, for the benefit of the owners, tangible and intangible personal property and real property and interests therein, and dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the owners in the same proportion as their respective interests in the Common Area, and such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the common fund of the Association as the Board may direct. The Board shall not, however, in any case acquire real property or personal property valued in excess of Five Thousand Dollars (\$5,000.00) by lease or purchase except upon a majority vote of the apartment owners.

Nothing herein shall authorize the Board or Association to carry on any business for profit.

28. INTERPRETATION

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium development.

29. BY-LAWS

By-laws for the administration of the Hi-Tide Owner's Association, and the property, and the other purposed not inconsistent with the Act or with the terms or intent of this Declaration, shall be adopted by the Association by sixty percent (60%) of the votes of the quorum at a meeting to be held for that purpose. Notice of the time, place and purpose of such meeting shall be delivered to each apartment owner at least ten days prior to such meeting. Amendments to the by-laws may be adopted by the same vote at a meeting similarly called.

30. AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

a. Amendments to the Declaration shall be made in an instrument in writing entitled "Amendment to Declaration of Hi-Tide Condominium" which sets forth the entire amendment. Notice of any proposed amendment must be given to all owners of apartments as provided herein and any proposed amendment must be approved prior to its adoption by a majority of the Board of Directors of the Association. Amendments may be adopted at a meeting of the owners if sixty percent (60%) of the owners vote for such amendment, or without meeting if sixty percent (60%) of the owners consent in writing to such amendment. In all events, the amendment shall bear the signature of the president of the Board of the Association and shall be attested by the Secretary, who shall state whether the amendment was properly adopted and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording in the office of the Grays Harbor County Auditor. Any decision changing the values and percentage of interest expressed herein shall require a unanimous consent of the apartment owners. It is specifically covenanted and understood by any parties accepting ownership interests in apartments under this Declaration that any amendment to this Declaration properly adopted will be completely effective to amend any or all of the covenants, conditions and reservations contained herein which may be affected and any or all clauses of this Declaration.

b. Subject to the provisions of Section 18 hereof, the Survey Map and Plans may be amended by revised versions thereof referred to and described as to effect in an amendment to the Declaration adopted as provided herein. Copies of any proposed amendment to the Survey Map and Plans shall be made available for the examination of every owner. Such amendment to the Survey Map and Plans shall also be effective, once properly adopted, upon recordation in the files of the Grays Harbor Auditor.

31. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity of unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

32. EFFECTIVE DATE

This Declaration shall take effect upon recording.

33. REFERENCE TO SURVEY MAP AND PLANS


The set of plans of the buildings referred to herein were filed with the Auditor of Grays Harbor County, Washington, simultaneously with the recording of this Declaration under Auditor's File No. 137078, in Volume 1 of Condominiums, Pages 85 thru 88.

AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

ESTABLISHING THE CONDOMINIUM
TO BE KNOWN AS

HI-TIDE

ATTESTED TO BY:



Signature

Craig Ottavelli

Board President

01/21/2022

Printed Name

Title

Date Signed



Signature

Blaine Beardsley

Board Secretary

01/26/2022

Printed Name

Title

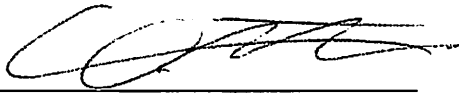
Date Signed

AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

ESTABLISHING THE CONDOMINIUM
TO BE KNOWN AS

HI-TIDE

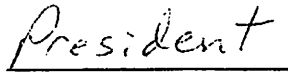
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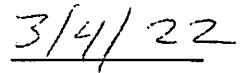
Signature



Full Name



Title



Date Signed

