

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

ESTABLISHING THE CONDOMINIUM

TO BE KNOWN AS

HI-TIDE

When recorded mail to:
Hi-Tide Condominium Association
PO Box 6536
Olympia, WA 98507-6536

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

ARTICLE I
AMENDMENTS

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. (Will need an update) 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. (Will need update)

ARTICLE II
DESCRIPTION OF REAL PROPERTY

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; Then S 76 23' 50" 147.79 feet to the Southeast corner of lot 1, block 18, original townsite of Moclips; then N 13 36'10" West 40 feet to the Northeast corner of Lot 1,

Block 18 of said Townsite; Then South 76 23' 50" west 100 feet to the northwest corner of said Lot 1; then S 13 36'10" East 328.50 feet to the Southwest corner of said Lot 3, , block 17 of said townsite;; Then north 76 23' 50" east 100 feet to the southeast corner of said lot 3; then South 13 36'10" E 112.50 feet to the Northeast corner of Lot 11, Block 16 of said Townsite; then North 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.

In addition to the above-described property, eight parcels were purchased by the HTCA in 1989 and is therefore the owner of certain real estate property described as follows:

1. Government Lot 7 less part of Parcel Tax 3
2. Parcel Tax 3 (Unplatted)
3. Moclips Mill lots 1-6 inc. blk 1; lots 1-6 inc. blk 2; lots 1-23 inc. blk 3; lots 1-11 inc. blk 5 and vacated 7thSt. and adjacent vacated Warwick St.
4. Moclips Mill Tax 1 (Unplatted)
5. Moclips Townsite Lots 12-13, blk 7
6. Moclips Townsite Lots 14-22, inc. blk 7
7. Moclips Townsite Lots 1 & 2, Inc. ½ vacated street, adj. blk 17
8. Moclips Townsite Lots 2-7, inc. blk 18 and adjacent vacated 7th and 8th Street.

RESERVATIONS

The Condominium 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 (singular possessive used above) Association desires 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 units therein;

NOW, THEREFORE, the Condominium Owners Association does hereby publish and declare that all of the property, buildings and improvements 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 units. The covenants, conditions and restrictions shall be deemed to run with the land in the individual units and shall be a burden and benefit upon the land in the units and shall be binding upon any person acquiring any interest in the condominium units, the real property and improvements, their grantees, successors, heirs, executors, administrators, debtees, and assigns.

ARTICLE III DEFINITIONS

- (a) "**Unit**" means a part of the property intended for any type of independent use, including one or more rooms or spaces located on one or more floors (or part or parts thereof) in a building, or for any other use not prohibited by law, and which has a direct exit to a public street or highway, or to a common area leading to such street or highway. The boundaries of a unit located in a building are the interior surfaces of the perimeter walls, floors, ceilings, windows and doors thereof, and the unit includes both the portions of the building so described and the air space so encompassed. In interpreting declarations, deeds, and plans, the existing physical boundaries of the unit as originally constructed or as reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed or depicted in this declaration, deed or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown in this declaration, deed, or plan and those of units in the building.
- (b) "**Unit number**" means the number, letter, or combination thereof, designating the unit in this declaration as duly recorded or as it may be lawfully amended.
- (c) "**Unit owner**" means the person or persons owning a Unit, as herein defined, in fee simple absolute or qualified, by way of leasehold or by way of a periodic estate, or in any other manner in which real property may be owned, leased or possessed in this state, together with an undivided interest in a like estate of the common areas and facilities in the percentage specified and established in this declaration as duly recorded or as it may be lawfully amended.

- (d) "**Hi-Tide Condominium Association (or HTCA)**" means all of the unit owners acting as a group in accordance with the bylaws and with this declaration as it is duly recorded or as they may be lawfully amended.
- (e) "**Building**" means a building, containing two or more units, or two or more buildings each containing one or more units, and comprising a part of the property.
- (f) "**Common areas and facilities**", includes:
- i. The land on which the building is located.
 - ii. The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, and entrances and exits of the building.
 - iii. The basements, yards, gardens, parking areas and storage spaces.
 - iv. The premises for persons in charge of the property.
 - v. The installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, cable TV, Wi-Fi and Internet access.
 - vi. The elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use.
 - vii. Such community and commercial facilities as may be provided for in this declaration as duly recorded or as it may be lawfully amended.
 - viii. All other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.
- (g) "**Common expenses**" include
- i. All sums lawfully assessed against the unit owners by the association of unit owners.
 - ii. Expenses of administration, maintenance, repair, or replacement of the common areas and facilities.
 - iii. Expenses agreed upon as common expenses by the association of unit owners.
 - iv. Expenses declared common expenses by the provisions of this chapter, or by this declaration as it is duly recorded, or by the bylaws, or as they may be lawfully amended.
- (h) "**Common profits**" means the balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.
- (i) "**Declaration**" means the instrument by which the property is submitted to provisions of this chapter, as hereinafter provided, and as it may be, from time to time, lawfully amended.

- (j) "**Electronic transmission**" or "electronically transmitted" means any electronic communication not directly involving the physical transfer of a writing in a tangible medium, but that may be retained, retrieved, and reviewed by the sender and the recipient of the communication, and that may be directly reproduced in a tangible medium by a sender and recipient.
- (k) "**Land**" means the material of the earth, whatever may be the ingredients of which it is composed, whether soil, rock, or other substance, whether or not submerged, and includes free or occupied space for an indefinite distance upwards as well as downwards, subject to limitations upon the use of airspace imposed, and rights in the use of the airspace granted, by the laws of this state or of the United States.
- (l) "**Limited common areas and facilities**" includes those common areas and facilities designated in this declaration, as it is duly recorded or as it may be lawfully amended, as reserved for use of a certain unit or units to the exclusion of the other units.
- (m) "**Majority**" or "majority of unit owners" means the unit owners with fifty-one percent or more of the votes in accordance with the percentages assigned in this declaration, as duly recorded or as it may be lawfully amended, to the units for voting purposes.
- (n) "**Operator**" or "short-term rental operator" means any person who receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.
- (o) "**Percent of the unit owners**" means the unit owners with the stated percent or more of the votes in accordance with the percentages assigned in this declaration, as duly recorded or as it may be lawfully amended, to the units for voting purposes.
- (p) "**Person**" includes any individual, corporation, partnership, association, trustee, or other legal entity.
- (q) "**Property**" means the land, the building, all improvements and structures thereon, all owned in fee simple absolute or qualified, by way of leasehold or by way of a periodic estate, or in any other manner in which real property may be owned, leased or possessed in this state, and all easements, rights and appurtenances belonging thereto, none of which shall be considered as a security or security interest, and all articles of personal intended for use in connection therewith, which have been or are intended to be submitted to the provisions of this chapter.
- (r) "**Tangible medium**" means a writing, copy of a writing, facsimile, or a physical reproduction, each on paper or on other tangible material.

- (s) The “**Act**” used in this document refers to the Horizontal Property Regimes Act (RCW 64.32) of the State of Washington and any subsequent acts or statutes that are applicable to all condominiums, regardless of when they were built, and which supersede earlier Act provisions. These subsequent acts include the Condominium Act (RCW 64.34) and the Washington Uniform Common Interest Ownership Act (WUCIOA) (RCW 64.90).

ARTICLE IV DESCRIPTION OF BUILDING AND UNITS

BUILDING “A”

Building “A” is a two-story structure containing 14 units, 6 on the first floor, 7 on the second floor, 1 two-story unit on both the first and second floor, a storage room on the second floor, and a utility room (currently configured as a laundry room) on the ground floor. The building is of wood frame construction with a wood and marblecrete exterior.

HTCA Residential Use Unit “A”

Approximate area: 1298 square feet.

Rooms: This area covers two stories and has eight rooms, which includes one entry area/office, one residential bath, three bedrooms, living room, dining room, and kitchen.

Location: HTCA Residential Use Unit “A” is located on the south end of the building, with a living room, dining room, bedroom and kitchen on the first floor, and two bedrooms and one bath on the second floor.

HTCA Residential Use Unit does not include the utility room restroom, utility room or second floor storage closet.

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

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

Utility Room

Approximate area: 479 square feet

Rooms: The Utility room is currently configured as a laundry room supporting commercial sized, electric washers and dryers. The utility room includes a bathroom (1/2 bath).

Location: The Utility room is located on the ground level, just north of the HTCA residential use Unit "A".

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

Approximate area: 600 square feet.

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

Location: These units are on the first floor with unit 6 at the north end of the building. Unit 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 units has access to the east parking area and the west yard area.

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

Unit 21, 22, 23, 24, 25, 26, and 27A

Approximate area: 600 square feet.

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

Location: These units are on the second floor with unit 27 at the north end of the building. Unit 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 units has access to the common second floor walkway, thence (software suggests replace with then) to the stairway and the east parking area.

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

Storage Room

Approximate Area: 90 square feet [TBV]

Rooms: This storage room contains cable\phone\internet switching and electronics.

Location: The storage room is located on the second floor in building A, just north of the HTCA Residential Use Unit A.

BUILDING “B”

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

Unit 7, 8, 9, and 10B

Approximate area: 600 square feet.

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

Location: These units are on the first floor with unit 7 on the east end of the building. Unit 8 is directly west of 7, 9 is directly west of 8, and 10 is directly west of 9.

Access: Each of these units 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 units 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.

Unit 11B

Approximate area: 900 square feet.

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

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

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

Other Data: This unit 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.

Unit 28, 29, 30, and 31B

Approximate area: 600 square feet.

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

Location: These units are on the second floor with unit 28 on the east end of the building. Unit 29 is directly west of 28, 30 is directly west of 29, and 31 is directly west of 30.

Access: Each of these units 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 units 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.

Unit 32B

Approximate area: 900 square feet.

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

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

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

Other Data: This unit 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.

Storage Room

Approximate Area: 200 square feet [TBV]

Location: The storage room is located on the ground floor, just on the west end of the building B, inside the carport area.

BUILDING “C”

Building “C” is a two-story structure with a basement parking and HTCA storage room on the ground floor. The building contains ten units, five on the first floor and five on the second floor. The building is of wood frame construction with a wood exterior.

Unit 12C

Approximate area: 900 square feet.

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

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

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

Other Data: This unit 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.

Unit 13, 14, and 15C

Approximate area: 600 square feet.

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

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

Access: Each of these units 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 units 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.

Unit 16C

Approximate area: 900 square feet.

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

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

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

Other Data: This unit 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.

Unit 33C

Approximate area: 900 square feet.

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

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

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

Other Data: This unit 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.

Unit 34, and 35C

Approximate area: 600 square feet.

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

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

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

Other Data: Each of these units 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.

Unit 36C

Approximate area: 550 square feet.

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

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

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

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

Unit 37C

Approximate area: 950 square feet.

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

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

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

Other Data: This unit 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.

Storage Room

Approximate Area: 200 square feet

Location: The storage room is located on the ground floor, just on the south end of building C, inside the carport area.

BUILDING “Maintenance Shop”

The maintenance shop is a single-story building with two rooms. The primary entry is through the personnel door on the west end and the entry to the second, east room is through a personnel door on the wall between the two rooms. Both rooms have rollup, 8 ft wide doors on the south side.

Approximate area: 1050 square feet.

Location: The maintenance shop is located directly east of building A, across the parking lot and 40 feet down a walkway.

ARTICLE V

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 and several surrounding parcels
- b) The concrete foundations, columns, girders, beams, supports, main walls (excluding non-bearing interior partitions of units), 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, water, cable TV distribution, and Wi-Fi internet access points.
- f) The covered deck to the east of building A (referred to as the Clam Shack) together with the lighting and plumbing thereof used for cleaning of clams.

ARTICLE VI

DESCRIPTION OF LIMITED COMMON AREAS & FACILITIES

The limited common areas are:

- a) The ground level storage rooms in building B & C, and the building A, second floor (south end) service/storage room are for the exclusive use of the managing agent or the HTCA Board of Directors for utility distribution, storage and maintenance.
- b) The maintenance shop is for the exclusive use of the HTCA Board and maintenance employees/contractors for maintenance and repair of the buildings and grounds.
- c) The decks adjacent to the units are reserved for the exclusive use of the adjacent unit.
- d) The Residential Use Unit A located in Building "A" is for the exclusive use of the HTCA for lease or other uses to be decided by the HTCA membership.
- e) The Utility room, laundry room, and associated bathroom (1/2 bath).

ARTICLE VII
PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS

This condominium consists of thirty-three privately owned units, one HTCA Residential Use Unit A, and related common and limited common areas. The total value when built was \$1,595,400.00. The percentage of undivided interest in the common areas and facilities, which percentage attaches to each specific unit and its owner for all purposes including voting, is, for each of the units:

BUILDING “A”

Unit	Value when First Built	Percent age
HTCA Residential Unit A	unknown	---
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”

Unit	Value when First Built	Percent age
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”

Unit	Value when First Built	Percent age
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

ARTICLE VIII SERVICE OF PROCESS

Hi-Tide Condominium Association in care of Fairchild Record Search, 3400 Capitol Blvd SE Ste. 101, Tumwater, Washington 98501 is hereby designated as the identity to receive process in cases provided in the Act. The Board of Directors may, from time to time, change the designee for service of process (Registered Agent) without modification to this Declaration.

ARTICLE IX OWNERS ASSOCIATION AND VOTING

- (a) All of the owners of units shall constitute the Hi-Tide Condominium Owners Association (the Association or HTCA) as provided in the Act. Natural persons, partnerships, corporations, trusts, or other lawful business entities may own or have ownership interests in units.
- (b) The total voting power of all owners shall be 100 votes. Regardless of the number of units owned, no single owner or related group of owners, which includes individuals, corporations, partnerships, trusts, or other legal entities with common ownership or control, shall be allowed to exercise more than 12.5% of the total voting power. Each unit's voting power is equivalent to the percentage of undivided interest in the common areas and facilities appertaining to such unit, subject to the 12.5% cap on voting power for any single entity or related group of entities.
- (c) **Ownership Limitations**
No single person, corporation, partnership, trust, or other legal entity may own more than four (4) units in the condominium. For the purposes of this rule, ownership includes any direct ownership interest as well as indirect ownership through entities controlled by or affiliated with the owner. In the event an owner acquires ownership of more than four units, the Board shall require the owner to divest any units exceeding this limit within twelve (12) months. Failure to comply will result in the suspension of voting rights and additional fines until the owner complies with the ownership limit.
- (d) There shall be one voting owner or agent for each unit. This voting owner or agent must be designated by the owner or owners of a unit through 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. Designation of a voting owner or agent can be revoked at any time by any of the parties with an ownership interest in the unit, upon written notice filed with the Board or Managing Agent. Such designation is deemed revoked upon receipt by the Board or Managing Agent of actual notice of the death, judicially declared incompetency of an owner, or the conveyance of their unit. In cases where no designation is made, or a designation is made but later revoked without a new designation, and when there is more than one owner, the voting owner shall be considered the group composed of all owners of the unit. Any or all of these persons may attend any meeting of the owners, and if acting unanimously, may cast the votes to which their unit is entitled, within the 12.5% voting power limitation.
- (e) 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 a unit may pledge their vote regarding special matters to a mortgagee of the unit. 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 Managing Agent 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.

- (f) In the event of a contract sale of a unit, the contract purchaser shall be the party entitled to cast a vote for the unit 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 Managing Agent 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.

ARTICLE X

BUDGET RATIFICATION

(a) Board Proposal and Notice

- i. Within 30 days of adopting a proposed budget, the Board will provide all unit owners with a copy of the budget and set a date for a meeting to consider ratification.
- ii. The meeting must occur no sooner than 14 days and no later than 50 days after the budget is delivered to the owners.

(b) Ratification Process

- i. The budget is automatically ratified unless a majority of unit owners, or a larger percentage specified in the declaration, vote to reject it at the meeting, regardless of quorum.
- ii. If the budget is rejected or notice is not properly given, the last ratified budget continues until a new one is approved.

(c) Budget Contents

The budget must comply with RCW 64.90.525 and any amendments or successor provisions. It must include:

- i. The projected income and expenses, categorized.
- ii. The amount of assessments per unit and the due dates.
- iii. Contributions to the reserve fund
- iv. A statement regarding the reserve study and whether the budget meets its recommendations.
- v. Any reserve funding surplus or deficit, expressed on a per unit basis.

(d) Special Assessments

- i. The Board may propose a special assessment at any time, following the same procedure as for budget ratification.
- ii. The Board may offer the option of installment payments or a discount for early payment.

(e) Compliance with Future Amendments

This Article will automatically adjust to comply with any future amendments to RCW 64.90.525, or its successor, without requiring amendments to this Declaration.

ARTICLE XI
QUORUM - OWNERSHIP MEETINGS

(a) Quorum

A quorum for any meeting of the unit owners, either in person or by proxy, shall consist of the presence of owners or their agents representing at least ten percent (10%) of the total voting power. If a quorum is not present, those present may adjourn the meeting and provide notice of a reconvened meeting. At the reconvened meeting, the presence of owners representing ten percent (10%) of the total voting power shall constitute a quorum. If a quorum is still not met, the owners present may adjourn the meeting again, and at the second reconvened meeting, any number of owners present shall constitute a quorum.

(b) Voting Power

The total voting power of all unit owners is 100 votes. No single owner or related group of owners may exercise more than twelve and a half percent (12.5%) of the total voting power, regardless of the number of units owned.

(c) Annual Meetings

An annual meeting of unit owners shall be held in the first half of each year. Notice of the meeting shall be provided to owners at least fifteen (15) days in advance. The Board shall present an internal audit of common expenses, receipts, disbursements, and projected expenses for the coming year.

(d) Special Meetings

Special meetings may be called by a majority of the Board or by owners holding one-third (1/3) of the total voting power. Notice must be given at least fifteen (15) days prior to the meeting, including the matters to be discussed.

ARTICLE XII

NOTICES

(a) Notice Delivery

Notices required under this Declaration may be delivered electronically, personally, or by mail. If delivered by mail, notice is deemed effective five days after being deposited in the U.S. mail, with postage prepaid. If delivered electronically, notice is deemed received once it enters the recipient's designated system for receiving such transmissions. If electronic delivery fails, notices will be sent by mail. Owners can update their address or electronic contact information by notifying the Board in writing.

(b) Notices to Mortgagees

Upon written request, the vendor, mortgagee, or deed of trust beneficiary of any unit is entitled to receive copies of notices regarding that unit for up to ten (10) years, unless the request is withdrawn or the security right changes.

ARTICLE XIII

BOARD OF DIRECTORS OF THE HI-TIDE CONDOMINIUM ASSOCIATION

(a) Composition

- i. The Board of Directors shall consist of no fewer than five (5) and no more than nine (9) unit owners.
- ii. Individual owners, general partners, or officers of corporations with ownership interests in units are eligible for election.
- iii. Directors are elected at each annual meeting to replace those whose terms have expired. Nominations may be made by the board, a nominating committee selected by the board, or by petition signed by at least two different unit owners.

(b) Term

- i. Members of the Board shall serve a two-year term.
- ii. Vacancies: In the event of a vacancy, remaining board members may appoint a replacement until the next annual meeting.

(c) Removal

- i. Board members may be removed by a vote of the unit owners at a special meeting called for that purpose.
- ii. Removal requires a vote of 80% of unit owners unless the entire board is being removed.

(d) Powers and Duties

- i. The Board shall have exclusive authority over managing and maintaining the common areas, contracting services, and enforcing association rules.
- ii. Responsibilities include:
 - i. Securing utilities, insurance, and managing repairs for the common areas.
 - ii. Employing a managing agent for administrative duties, with authority to revoke such delegation as necessary.
 - iii. Procuring legal, accounting, and other necessary services.
 - iv. Ensuring compliance with maintenance requirements and imposing penalties or special assessments when necessary.
 - v. Enforcing liens for unpaid assessments.

(e) Board Proceedings

- i. Quorum: A quorum is met with three (3) members present.
- ii. Decisions require a majority vote when a quorum is present.
- iii. The board may act without a meeting by unanimous written consent from all members.

(f) Indemnification of Board Members

- i. Board members are indemnified by the association against all expenses and liabilities incurred in connection with their role, provided there is no willful misconduct.

(g) Limitation of Board and Association Liability

- i. The board shall not be liable for utility failures, property damage due to natural elements, or similar events outside its control.
- ii. Owners are not entitled to reduced or withheld assessments due to inconveniences arising from maintenance or repairs.

(h) Insurance

- i. The board shall maintain property and liability insurance for the common areas, and a fidelity bond and Directors & Officers insurance (errors and omissions) for the board members.
- ii. Owners are responsible for insuring the interiors of their units and must provide proof of insurance to the board. Proof of insurance must cover liability and internal structures (e.g., fixtures, appliances, and improvements) and as may be required by the Board.
- iii. The board may assess owners for insurance deductibles or other costs incurred due to damage or liability related to their unit.

(i) Delegation to Managing Agent

- i. The Board may delegate duties to a managing agent or agents for the administration and operation of the HTCA and/or the condominium.
- ii. Any such delegation can be revoked by the board at any time, and the board retains final authority.

(j) Financial Management Principles

The Board shall ensure the prudent and transparent management of the Association's funds, adhering to sound financial practices and promoting long-term financial stability.

In managing the community's financial resources, the Board shall:

- i. **Maintain Clear Fund Distinctions:** The Association's financial activities shall be categorized into appropriate funds (e.g., operational, reserve, and special funds) as necessary for effective management. The Board shall ensure these funds are used for their intended purposes and accounted for separately.
- ii. **Promote Financial Sustainability:** The Board shall take reasonable steps to ensure that the Association's resources are managed with foresight, including maintaining sufficient reserves for future repairs and capital improvements, and budgeting for unforeseen expenses.
- iii. **Exercise Fiscal Responsibility:** The Board shall act in the best financial interests of the Association by balancing cost efficiency with the need to preserve and enhance the community's assets. This includes using professional financial advice (e.g., Reserve Studies, accountants) where necessary.
- iv. **Allow Flexibility for Future Boards:** These principles are intended to guide, not restrict, future Boards. The Board may, from time to time, adjust financial practices as needed to meet evolving circumstances, provided such adjustments remain consistent with sound financial practices.

ARTICLE XIV

ALTERATIONS, ADDITIONS, AND IMPROVEMENTS – LIMITATIONS

(a) Expenditure Limitations

The Board shall not make any alterations, capital additions to, or capital improvements of the Common Areas or individual units requiring an expenditure in excess of fifteen thousand dollars (\$15,000.00) without prior approval of the owners holding a majority of the total votes.

(b) Exceptions for Safety, Structural Integrity, and Reserve Study Items

Expenditures that are necessary for safety or structural integrity of the Buildings and Common Areas, or that are included in the Reserve Study, shall not be deemed alterations, additions, or improvements. Such expenditures are governed by Section 14(f) and do not require prior approval from the owners.

(c) Annual Budget and Routine Maintenance

Any expenditures that have been approved as part of the Association's annual budget do not require a separate vote of the owners, regardless of the amount. This includes routine maintenance and repair projects, as well as any issues that arise during the year that were anticipated and budgeted for in the annual budget.

(d) Unforeseen Maintenance and Emergencies

For maintenance issues or emergencies that arise unexpectedly and are necessary to protect the safety, structural integrity, or appearance of the Buildings and Common Areas, the Board may authorize expenditures without prior owner approval. The Board shall notify the owners of such expenditures and explain the necessity of the repairs.

(c) Structural Alterations to Units

Any structural alterations to individual units or changes to unit configuration are governed by this Declaration must follow the procedures outlined herein.

ARTICLE XV
COMMON EXPENSES, ASSESSMENTS, AND COLLECTION

(a) Annual Budget and Assessment Calculation

Each year, the Board shall estimate the total common expenses for the Association, including operating costs, maintenance, insurance, and contingencies. In addition, the Board shall determine an appropriate contribution to the reserves, which involves transferring funds from the operating account to the reserve account. Owners shall be assessed their share of the common expenses and reserve contributions based on their percentage of ownership interest. If the estimated funds for common expenses prove inadequate during the year, the Board may levy additional assessments in the same manner.

(b) Protection of Reserve Contributions

Planned contributions to the reserve fund, as outlined in the budgeting elements approved by the owners, must be transferred in full and on schedule, without modification or reduction, regardless of any shortfalls or overages in the operational budget. Any reduction or deferral of the reserve fund contribution requires the approval of a majority of unit owners at a duly called meeting. In no event shall the Board reallocate or reduce the budgeted reserve contribution to address operational shortfalls or other expenses without such approval.

(c) Payment of Assessments

Owners shall be assessed their share of common expenses annually, with the option to pay in full, monthly, or quarterly. Payments are due on the first day of each quarter (or as otherwise determined by the Board). Owners must submit payments to the Treasurer or Managing Agent, or as otherwise determined by the Board.

(d) Late Payments and Penalties

If an owner fails to pay any assessment within 15 days of its due date, a late fee of \$100.00 per unit shall be charged. After 30 days of delinquency, an additional late fee of \$100.00 per unit will be added for each month the payment remains outstanding.

(e) Enforcement, Collection of Assessments, and Foreclosure

The Association has a lien on any unit for unpaid assessments from the time the payment is due. This lien exists automatically without the need for formal action by the Association. However, if an owner becomes delinquent, the Board or Managing Agent may take steps to enforce the lien, including initiating legal action, imposing a lien notice, or filing for foreclosure.

If foreclosure is initiated, the owner shall pay the Association the reasonable rental value of the unit during the foreclosure process. The Board may appoint a receiver to manage the unit, collect rental income, refurbish the unit as necessary, and apply the rental proceeds toward outstanding debts, including unpaid assessments, attorney's fees, and public charges.

Any legal fees or costs incurred in the collection or foreclosure process shall be added to the amount due. Liens for unpaid assessments take priority over all other liens except for mortgages recorded prior to the lien and real property taxes.

(f) Security Deposit for Delinquent Units

If an owner becomes delinquent in paying assessments, the Board may require the owner to provide a security deposit of up to three months' worth of assessments. This deposit will be held in a separate account and used to cover any future unpaid assessments. If the owner brings their account current and remains in good standing for a period determined by the Board (e.g., 12 consecutive months without delinquency), the deposit will be returned to the owner. If any part of the deposit is used to cover unpaid assessments, the owner must replenish the deposit upon request.

(g) Record-Keeping and Transparency

The Board or Managing Agent shall maintain accurate records of all receipts and expenditures, and these records will be available for review by any owner upon

reasonable notice. At the annual meeting of the Membership, the Board shall provide an annual statement to each owner summarizing income and expenses for the previous fiscal year.

(h) Ongoing Obligation

Failure by the Board to issue a new annual assessment or notice of changes does not relieve owners of their obligation to pay their share of expenses. The previous year's assessment remains in effect until a new one is established.

(i) Statement of Unpaid Assessments

Upon written request from a unit owner, mortgagee, or prospective buyer, the Board shall provide a statement detailing any unpaid assessments for the specified unit. The statement must be provided within 15 days of the request and may be subject to a reasonable fee, not exceeding \$150.00. Once issued, the statement is binding on the Association, meaning the amounts listed are considered final and enforceable unless proven to be inaccurate.

(j) Remedies are Cumulative

The remedies provided in this article are cumulative, and the Board may pursue multiple remedies concurrently, including foreclosure, legal action, liens, and other available options under law.

ARTICLE XVI MORTGAGE PROTECTION

- (a) **Lien Subordination:** Any liens created by this Declaration on a unit for unpaid assessments shall be subordinate to the rights of any mortgage or deed of trust recorded in good faith and for value. After foreclosure, any purchaser shall be subject to a new lien for assessments accruing after the sale, which will be enforced in accordance with RCW 64.32.200, RCW 64.34.364, RCW 64.90.485, or any successor statutes.
- (b) **Condominium Status:** The Association shall not abandon the condominium status of the property without the consent of all institutional first mortgagees or first deed of trust beneficiaries.
- (c) **Partition and Subdivision:** The Association shall not partition or subdivide any unit or common elements, nor accept any proposals to do so, without prior approval from all institutional first mortgagees or first deed of trust beneficiaries of any affected unit.

- (d) **Changes to Interest and Assessments:** The Association shall not change the percentage interest used for levying assessments, charges, or determining shares in the common elements without prior approval from all institutional first mortgagees or first deed of trust beneficiaries.
- (e) **Amendments:** Any amendment to this Declaration that affects the rights of mortgagees shall require written consent from the affected mortgage holder before it is effective.

ARTICLE XVII

OWNER'S OBLIGATION TO REPAIR

- (a) Each unit owner is responsible, at their own expense, for keeping their unit in good repair and in a clean, sanitary condition. This includes all interior redecorating, painting, and upkeep to maintain the unit's appearance and functionality. Owners are responsible for the maintenance, repair, or replacement of all components from the paint inward, as well as any systems, fixtures, or appliances that exclusively serve their unit, even if portions of these systems extend beyond the unit boundaries. This includes, but is not limited to, plumbing fixtures, water heaters, heating systems, flooring, lighting fixtures, electrical outlets and switches, refrigerators, air conditioning units, fans, fireplaces, dishwashers, disposals, washers, dryers, and ranges.
- (b) Owners must also maintain any assigned lanais and parking spaces in a clean and sanitary condition at their own expense. The Association and/or Managing Agent are not liable for any loss or damage, including theft, of items stored by the owner in a storage space, parking space, or unit.
- (c) Owners may not modify, paint, or decorate any exterior portion of the building, common area, deck, or parking space without prior written consent from the Board. To preserve a uniform architectural appearance, the Board shall regulate the type and color of paint used for lanais and shall contract for the painting of all lanais as a common expense.

ARTICLE XVIII

PROVISIONS REGARDING MODIFICATION OF UNITS – SUBDIVIDING AND COMBINING

- (a) **Structural Changes**
 - i. No owner shall make any structural alterations, improvements, or additions to their unit without the prior written consent of the Board. This includes any modifications that affect the exterior of the building, common areas, or any other structural elements that may impact the condominium property as a whole.

ii. **Routine Interior Modifications:**

Owners are permitted to carry out routine interior modifications (such as painting, replacing flooring, or updating fixtures) without Board approval, provided these changes do not affect the structural integrity, safety, or exterior appearance of the unit. Any modification involving plumbing, electrical, or structural changes must be submitted to the Board for review and approval.

iii. **Board Approval:**

Written approval from the Board must be obtained for any major alterations, including changes to load-bearing walls, additions to the unit's structure, or alterations that impact the common areas. Owners must provide detailed plans and specifications as part of their proposal.

(b) **Impact on Structural Soundness and Safety**

No owner may undertake any modification or alteration that would impair the structural soundness or safety of the building, nor interfere with existing easements, without the prior written consent of the Board and, where applicable, the written consent of all unit owners.

(c) **Emergency and Safety Considerations**

The Board reserves the right to enter any unit to ensure that modifications are compliant with safety standards and building codes. If modifications are found to pose a safety hazard or compromise the structural integrity of the building, the Board may require immediate remedial action at the owner's expense.

(d) **Subdividing/Combining Units**

i. **Proposal and Plans:**

Any owner seeking to subdivide or combine units must submit a detailed proposal, including plans and specifications prepared by a registered architect, engineer, or surveyor, to the Board for review. The proposal must also include a proposed amendment to the Declaration and demonstrate how the owner's percentage of undivided interest in the common areas will be maintained.

ii. **Owner Approval:**

The Board must approve the proposal and distribute it to all unit owners. 100% approval from the ownership is required before proceeding with the modifications. Once approved, the Survey Map, Plans, and Declaration must be amended and recorded in accordance with local laws.

(e) **Unauthorized Modifications – Fines and Compliance**

i. **Unauthorized Changes:**

Any owner who undertakes structural modifications without the required approval

will be subject to a fine of \$1,000.00 per month until the owner complies with the Board's requirements, including submitting plans for approval or restoring the unit to its previous condition.

ii. **Compliance and Remediation:**

If an unauthorized modification compromises the building's safety or structural integrity, the Board may require the owner to remove or alter the changes at their own expense. Failure to comply will result in the Board taking remedial action, with all costs, including legal fees, assessed to the owner.

(f) **Ongoing Maintenance and Access**

i. Owners are responsible for ongoing maintenance of any modifications they make, ensuring that these changes remain compliant with the building's structural integrity and safety standards.

ii. **Access for Inspections:**

The Board or its agents may enter any unit for the purpose of inspecting modifications to ensure compliance with the approved plans and safety regulations. Entry will be made with reasonable notice, except in the case of an emergency, where access may be immediate.

ARTICLE XIX

LIMITATION ON USE OF UNITS AND COMMON AREA

Occupancy and Use

The units and common areas (including limited common areas) shall be used and occupied as follows:

- (a) No owner shall use or allow their unit to be used for any purpose other than as a private, single-family residence for the owner, their family, lessees, or guests, except as otherwise provided in this Declaration.
- (b) Any home-based business conducted from a unit must comply with all zoning requirements, remain undetectable by sight, sound, or smell from outside the unit, and place no undue burden on the infrastructure of the building or common property. Traffic must be kept to a minimum, with no more than two vehicles at the premises at any time. The Board may impose additional fees for home-based businesses to offset increased maintenance, utility use, and liability exposure.
- (c) There shall be no obstruction of the common area. No items shall be stored in the common area without the prior consent of the Board.

- (d) Nothing shall be done or kept in any unit or common area that would increase the insurance rate on the common area, without prior written consent from the Board. Owners may not allow any activity or condition in their unit or the common area that would result in the cancellation of insurance or violate any law. Common areas must be kept clean and free of waste.
- (e) No sign of any kind may be displayed to the public view from any unit or the common area without the prior consent of the Board.
- (f) No animals, livestock, poultry, or reptiles of any kind shall be raised, bred, or kept in any unit or the common area, except for dogs, cats, or other household pets, subject to rules and regulations adopted by the Board.
- (g) No activity shall be carried out in any unit or common area that creates a nuisance or disturbance affecting the health, safety, or quiet enjoyment of other residents. This includes, but is not limited to, excessive noise, odors, vibrations, or activities that pose a fire hazard or violate local laws and ordinances. The Board may determine whether a particular activity constitutes a disturbance and take appropriate enforcement action.
- (h) Nothing in the common area may be altered, constructed, or removed without prior written consent from the Board.
- (i) The Board may adopt rules regarding the above use limitations for both units and common areas. Owners must comply with all rules adopted by the Board, which will be furnished in writing.

ARTICLE XX

RENTAL OF UNITS BY OWNERS

Purpose and Scope

This section outlines the conditions under which unit owners may engage in the rental of their respective units. To maintain the integrity of the community, safeguard common resources, and align with the collective interests of the Association, rental activities are strongly encouraged to be managed through an authorized Rental Committee.

(a) Rental Authorization

Owners are permitted to rent their units, subject to adherence to the stipulations set forth in these Covenants, Conditions, and Restrictions, and all relevant local, county, state, and

federal regulations. All rental activities must be facilitated through a Rental Committee, if one is established by the Board.

(b) Board Control and Approval

All rentals are subject to the approval of the HTCA Board of Directors. The Board reserves the sole authority to approve or deny any rental agreements, and no rental activity may proceed without written Board approval. The Board may establish a Rental Committee to handle the day-to-day facilitation of rentals, and all rental activities must adhere to the rules and agreements established by this committee.

(c) Rental Committee and Oversight

- i. **Formation of the Rental Committee:** The HTCA Board may form a Rental Committee, consisting of a minimum of three unit representatives and one Board Director. The Committee will facilitate the rental process in accordance with community standards and the guidelines established by the Board.
- ii. **Committee Authority:** The Rental Committee shall be responsible for approving rental agreements, managing interactions with service providers (e.g., VRBO, Airbnb), and ensuring compliance with local, state, and federal regulations. The Committee will also oversee the collection of rental-related fees. Unless otherwise specified by the Board, all recommendations, policies, and agreements made by the Committee must be ratified by the Board before becoming effective.
- iii. **Reporting:** The Committee must report regularly to the Board, providing updates on rental activities and any issues that arise. The Committee is also responsible for keeping all rental agreements, contracts, and policies on file and up to date with the Board.
- iv. **Disbanding the Committee:** In the event that the Rental Committee is disbanded by the Board, all rental oversight and responsibilities will revert to the Board. Existing rental agreements may be honored or revoked at the Board's discretion.

(d) Individual Rentals

- i. **Restrictions on Individual Rentals:** If a Rental Committee is established, individual rentals outside of the Committee's oversight are prohibited. Owners wishing to rent their units individually must petition the Board for special approval, which will only be granted in exceptional circumstances.
- ii. **In the Absence of a Rental Committee:** If no Rental Committee is in place, owners may apply for individual rental agreements with the Board. However, the process for approval will be more stringent, and individual rentals may be subject to additional fees and conditions set forth by the Board.

(e) Fee Structure Implementation

- i. **Additional Costs for Rentals:** Recognizing that rentals result in increased wear and tear on common areas and higher usage of association resources, the Board will establish a rental fee structure. This fee structure will apply to all rental activities and may be updated from time to time.
- ii. **Notice of Fee Changes:** Owners will be notified of any changes to the fee structure in a timely manner. All fees will be consistent with other association policies on fees and assessments.

(f) Rental Agreement Requirements

- i. **Committee Agreements:** If a Rental Committee is in place, owners may only rent their units through the Committee, adhering to the agreement approved by the Board.
- ii. **Service Provider Agreements:** The Rental Committee, on behalf of the Board, may negotiate terms with rental service providers (e.g., VRBO, Airbnb). Owners are prohibited from negotiating independently with these service providers unless specifically authorized by the Committee or the Board.
- iii. **Compliance:** All rental agreements must comply with current and future local, county, state, and federal regulations. Additionally, renters must adhere to the HTCA rules and policies, and owners are responsible for ensuring their guests comply with these regulations.

(g) Liability Insurance Requirement for Rental Units

Any owner who rents or leases their unit must provide proof of liability insurance with coverage limits as determined by the Board. This insurance must be specifically designed to cover risks associated with rental activity (commonly referred to as 'rental insurance') and must include coverage for property damage and bodily injury caused by the tenant or their guests. The policy must name the Hi-Tide Condominium Association as an additional insured and provide a minimum of \$1,000,000 in coverage (or such other limit as set by the Board from time to time). Proof of such insurance must be submitted to the Board or Managing Agent prior to the commencement of any rental agreement and updated annually. Failure to comply will result in fines as specified in the Compliance and Penalties section.

(h) Compliance and Penalties

- i. a. **Non-Compliance:** Owners renting without Committee or Board approval, or in violation of established rules, will be subject to penalties:
 - 1. A penalty fee of \$2,500.00 per month for unauthorized rentals.
 - 2. Reimbursement for damages or unpaid fees according to the established fee structure.

- ii. **Late Fees:** An additional late fee of \$1,000.00 per unit will be assessed if any penalty or fee remains unpaid 15 days after its due date.
 - iii. **Foreclosure and Legal Action:** If an owner remains in non-compliance or delinquent for more than 90 days, the Board may initiate foreclosure proceedings, including the collection of attorney's fees and legal costs.
- (i) **Maintenance Access**
- All rental agreements must include provisions granting the Association access to the unit for maintenance, repairs, and emergencies. The Association will coordinate access with renters through the front office or a designated contact.
- (j) **Enforcement and Collection**
- The Board or Managing Agent will take prompt action to enforce rental policies, collect unpaid fees, and address violations. Non-compliance will result in legal action or other remedies as outlined in these CC&Rs.
- (k) **Long-Term Rentals (One Year or More)**
- i. **Exemption from Short-Term Rental Restrictions:** Rentals of one year or more (long-term rentals) are exempt from the Rental Committee's oversight and may be approved directly by the Board, provided the rental agreement is submitted to the Board for review and complies with all local, state, and federal laws.
 - ii. **Reduced Fee Structure:** Long-term rentals may be subject to a reduced or waived rental fee, as determined by the Board, reflecting the lower impact on common areas and community resources compared to short-term rentals.
 - iii. **Compliance with Association Rules:** All long-term renters must adhere to the Association's rules and regulations. Owners are responsible for ensuring their tenants are informed of and comply with these rules.

ARTICLE XXI

ACCESS TO UNITS AND SECURED AREAS

- (a) The Board or its agents may enter any unit, storage space, or other locked area when necessary for any maintenance, safety concern, landscaping, or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the owners as practicable. Any damage caused to a unit during such access 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 Areas or another unit where the Board or its agents have a key or other access method.

- (b) All owners are required to provide the Board with a key, code, or other method for accessing any unit, storage space, or locked area under their control. This access is mandatory for both emergency situations and for routine maintenance when required. No owner is exempt from this requirement.
- (c) In the event a unit is being rented, the Board shall coordinate entry with both the owner and any rental manager to ensure minimal disruption. All rental agreements must include provisions granting the Board access for maintenance and emergencies.
- (d) If an owner fails to provide the Board with a key or other access method by the deadline set by the Board, the following penalties will apply:
 - i. A fine of \$100 per month will be assessed until compliance is achieved.
 - ii. In the event of an emergency or necessary access for maintenance, the Board will have the right to force entry at the owner's expense for any damages or costs associated with gaining access.
- (e) The Board will establish a secure system for holding and using keys or access codes to ensure that entry procedures are handled appropriately and with respect for the owner's property.

ARTICLE XXII

FAILURE OF BOARD TO INSIST ON STRICT PERFORMANCE - NO WAIVER

- (a) The failure of the Board or Managing Agent to enforce any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or remedy provided herein, shall not be construed as a waiver or relinquishment of the right to enforce such term, covenant, condition, or restriction in the future. Any such provision shall remain in full force and effect.
- (b) The receipt of payment from an owner by the Board or Managing Agent, with knowledge of a violation of this Declaration, shall not be deemed a waiver of the violation. Any waiver by the Board or Managing Agent must be expressed in writing and signed by an authorized representative of the Board or Managing Agent to be effective.

ARTICLE XXIII

INSURANCE

General Requirements

- (a) The HTCA will maintain a Master policy of insurance that covers liability and property for the common area as long as such coverage is reasonably available. This Master policy includes:
 - i. **Property Insurance** for the common area and the basic building structure up to the interior bare walls of the exterior walls of the building, and any common elements as defined by the CCRs (also referred to as “walls-out” coverage. The Master policy does not cover any installations, fixtures, or personal property within the unit itself. Unit owners are responsible for insuring all items within their units, such as appliances, flooring, cabinetry, and wall coverings, where applicable.
 - ii. **Liability Insurance** for the Association, covering the common areas only.
- (b) Repair, safety, and maintenance responsibilities inside the exterior walls of individual units, including any non-bearing walls, rest solely with the unit owners and are not the responsibility of the Association.
- (c) In the event that an incident occurs within a unit that causes damage to any portion of the building covered by the Master Policy, the owner of the unit is responsible for the deductible under the Master Policy. If damage occurs across multiple units, the deductible shall be apportioned based on the degree of damage to each affected unit, as determined by the Board.

Owner's Liability for Damage: Insurance Required

- (a) All owners are required to purchase and maintain liability insurance in amounts established by the Board, which the Board may adjust from time to time based on market conditions. This liability insurance must cover damage caused to any portion of the common property or the building, as well as personal liability for incidents occurring within their unit. Owners must obtain individual insurance policies (commonly referred to as HO-6 policies) that provide coverage for all real and personal property within their unit, including any installations, fixtures, appliances, carpeting, cabinets, and wall coverings. These policies must also cover any improvements or betterments made to their unit, as these are not covered under the Master Policy. Proof of this insurance shall be provided to the Secretary of the HTCA and must be updated annually. The Board may establish additional procedures for verifying compliance with insurance requirements, including periodic audits and notifications to owners.
- (b) Failure to provide such proof will result in a fine of \$100.00 for each month the proof is not provided.

(c) The liability of each unit owner includes:

- i. **Common Property:** Each owner is liable for damage to the common property or any improvements thereon caused by the owner, their guests, tenants, or other occupants. Liability is subject to either reimbursement demand or monetary penalty as determined appropriate by the HTCA.
- ii. **Exclusive Use Common Property:** Owners are liable for damage caused to improvements located within the Exclusive Use Common Elements of other owners.
- iii. **Indemnification:** Owners shall indemnify the Association and other owners for any damage caused by their negligence or willful misconduct, or that of their guests, tenants (both short- and long-term), or invitees. Owners are also responsible for paying any deductible amounts under the Master Policy resulting from claims arising due to their negligence or misconduct.

ARTICLE XXIV DAMAGE AND DESTRUCTION

(a) **Reconstruction After Damage or Destruction**

In the event of fire, casualty, or any other disaster covered by the insurance policies that results in damage or destruction to any unit or common area, the insurance proceeds shall be applied toward the reconstruction of the building. Reconstruction means restoring the buildings to substantially the same condition as they existed prior to the fire, casualty, or disaster, with the same vertical and horizontal boundaries for each unit and common area. Modifications to comply with current governmental rules and regulations may be made. Reconstruction shall be managed by the Board, or by the Managing Agent at the Board's direction. The Board or Managing Agent shall have the authority to hire an architect, solicit bids, and contract with contractors and others as required for reconstruction. The Board may authorize the insurance company to proceed with reconstruction once satisfied that it will be properly carried out.

(b) **Insufficient Insurance Proceeds**

If the insurance proceeds are insufficient to repair or reconstruct the building, the Board shall still proceed with repairs, using available funds. All unit owners shall be equally liable for assessments to cover any deficiency as a common expense.

(c) **Decision Not to Rebuild**

A unanimous decision of the unit owners is required to opt not to rebuild, repair, or restore the building. In such a case, the Board may still use insurance proceeds to remove the remains of the building and ensure the site complies with applicable governmental regulations, or place the site in a condition necessary to protect the owners from liability.

The remaining funds shall be distributed as provided by statute. In the event of a conflict between this section and RCW 64.32.230, RCW 64.34.352, RCW 64.90.485, or any current or future applicable laws, the applicable statute shall prevail.

(d) Inability to Rebuild Due to Legal or Regulatory Restrictions

If governmental regulations or zoning laws prohibit the reconstruction of the building or common areas after damage or destruction, the Board may distribute any insurance proceeds in a manner that protects the owners' financial interests. The Association will comply with all applicable laws to ensure the site is secured, and any remaining funds will be disbursed according to statutory guidelines. Owners will not be required to contribute additional funds for reconstruction if rebuilding is not permitted.

**ARTICLE XXV
ENFORCEMENT**

(a) Owner Compliance

Each owner shall strictly comply with the provisions of this Declaration, the administrative rules and regulations, and the bylaws enacted under this Declaration, as they may be lawfully amended from time to time. Owners are also required to comply with all decisions made pursuant to the Declaration, administrative rules, and regulations.

(b) Grounds for Enforcement Action

Failure to comply with these provisions shall be grounds for legal action, which may include:

- i. **Recovery of Sums Due:** The Board or Managing Agent may take action to recover any sums due for damages caused by non-compliance.
- ii. **Injunctive Relief:** The Board or Managing Agent may seek injunctive relief to prevent further violations of the Declaration or rules.
- iii. **Combination of Remedies:** In appropriate cases, both damages and injunctive relief may be sought to address non-compliance.

(c) Parties Authorized to Enforce

Actions to enforce compliance may be brought by:

- i. The **Board** or **Managing Agent**, acting on behalf of the owners.
- ii. In certain cases, an **aggrieved owner** may bring action if they are directly impacted by the violation.

**ARTICLE XXVI
ASSOCIATION PROPERTY**

- (a) The Board may, using the common funds of the Association, acquire and hold tangible and intangible personal property, real property, and interests therein, in the name of the Association for the benefit of the owners. The beneficial interest in such property shall be owned by the owners in the same proportion as their respective interests in the Common Area. Such property may be sold, leased, rented, mortgaged, or otherwise managed for the benefit of the Association as directed by the Board.
- (b) The Board shall not acquire real property or personal property valued in excess of twenty-five thousand dollars (\$25,000.00) by lease or purchase, except upon a majority vote of the unit owners.

ARTICLE XXVII INTERPRETATION

(a) **General Interpretation**

The provisions of this Declaration shall be interpreted broadly to achieve its purpose of establishing a consistent framework for the development and operation of the condominium.

(b) **Compliance with Laws**

The Association shall ensure that the provisions of this Declaration, its By-Laws, and any rules or policies enacted hereunder remain compliant with all applicable laws, including but not limited to the Revised Code of Washington and any future amendments or successor statutes. In practice, the Board may make adjustments to rules, policies, and procedures to ensure compliance with legal requirements without the need for formal amendments to the Declaration or By-Laws, except where explicitly required by law or governing documents.

ARTICLE XXVIII BY-LAWS

Bylaws for the administration of the HTCA and the property, and for any other purposes not inconsistent with the Act or the terms and intent of this Declaration, shall be adopted or amended by the Association with the approval of sixty percent (60%) of the votes of a quorum at a meeting called for that purpose. Notice of the time, place, and purpose of such a meeting shall be delivered to each unit owner at least ten days prior.

ARTICLE XXIX

AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

(a) **Amendment of the Declaration**

Amendments to this Declaration must be made in a written instrument titled “Amendment to Declaration of Hi-Tide Condominium,” setting forth the full amendment. Notice of the proposed amendment must be given to all unit owners as provided herein. Any amendment must first be approved by a majority of the Board of Directors before being adopted by the owners. Amendments may be adopted either at a meeting if sixty percent (60%) of the owners vote in favor, or without a meeting if sixty percent (60%) of the owners consent in writing, including electronic submissions, in compliance with RCW 24.03A or future applicable laws. The amendment must be signed by the President of the Board and attested by the Secretary, who will certify that the amendment was properly adopted. Once properly executed, the amendment is effective upon recording with the Grays Harbor County Auditor. Any change affecting unit values and percentage interests requires unanimous consent of all unit owners. By accepting ownership of any unit, all owners agree that any properly adopted amendment will effectively modify any covenants, conditions, or reservations in this Declaration.

(b) **Amendment of Survey Map and Plans**

Subject to the provisions of the Declaration, the Survey Map and Plans may be amended through revised versions referenced in an amendment to the Declaration, adopted in accordance with this Article. Copies of any proposed amendment to the Survey Map and Plans shall be made available for review by all owners. Amendments become effective upon recording with the Grays Harbor County Auditor.

ARTICLE XXX SEVERABILITY

Each provision of this Declaration is independent and severable. If any provision or part thereof is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

ARTICLE XXXI EFFECTIVE DATE

This Declaration shall take effect upon recording.

ARTICLE XXXII REFERENCE TO SURVEY MAP AND PLANS

The set of plans for the buildings referred to in this Declaration was filed with the Grays Harbor County Auditor, simultaneously with the recording of this Declaration under Auditor's File No. 137078, in Volume 1 of Condominiums, Pages 85 through 88. These records remain part of the official documentation of the Hi-Tide Condominium.

ATTESTATIONS

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

ESTABLISHING THE CONDOMINIUM TO BE KNOWN AS HI-TIDE

ATTESTED TO BY:

Signature

Printed Name

Title

Date Signed

Signature

Printed Name

Title

Date Signed