

Amendment To Declaration

Of

Protective Covenants, Conditions, and Restrictions and By Laws

For

WEST BEACH ROAD ASSOCIATION

March 2024

**WEST BEACH ROAD ASSOCIATION
A WASHINGTON CORPORATION**

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND
RESTRICTIONS
AND BY LAWS

PREAMBLE

KNOW ALL MEN BY THESE PRESENT that the Members of the **West Beach Road Association**, dealing with their separate properties and estates, hereinafter referred to as "declarants", do hereby declare as follows:

WHEREAS, declarants are the owners of certain real property located in Island County, Washington, to-wit:
That certain real property described on Exhibit A which is attached hereto and which is incorporated herein by reference, and

WHEREAS, declarants desire to subject said property to restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall to the benefit of and pass with said property as covenants running with the land, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any future owners thereof, this Declaration of Covenants and Restrictions being for the purpose of keeping said property desirable and usable as hereinafter specified, and

WHEREAS, the power to enforce said restrictions, covenants, conditions, reservations, easements, liens and charges is to reside in **West Beach Road Association**, its successors and assigns, a non-profit corporation, organized under the laws of the State of Washington, now therefore declare that the property described on Exhibit A is and shall be held and conveyed upon and subject to the restrictions, covenants, conditions, reservations, easements, liens and charges hereinafter set forth.

And be it further known that for purposes of governing the **West Beach Road Association**, a non-profit corporation of the State of Washington, has been organized.

BYLAWS
for
WEST BEACH ROAD ASSOCIATION

ARTICLE I
REGISTERED OFFICE

The registered office of the corporation in the State of Washington shall be located at such address as may be established by the Board of Directors from time to time, as it may deem necessary for the proper transaction of corporate business.

ARTICLE II
PURPOSES

Section 1. The West Beach Road Association has been organized in order to establish an orderly means of operating and maintaining the water system which will serve the real property which is the subject of this declaration and to maintain the private easement roadways situated within the real property which is the subject of this declaration, and to describe permitted and restricted uses and declare standards and criteria for the development and maintenance of the real property which is the subject of this declaration

Section 2. Water Supplies. Any water wells, well houses, pressure tanks, storage tanks, water lines and any other integral parts of the water system which is to serve the real property which is the subject of this declaration, are to be owned by the West Beach Road Association for the use and benefit of its members. The maintenance of said water system is to be the responsibility of the West Beach Road Association.

Section 3. Roads. The private easement roadway, created by declarants, which is situated within the real property which is the subject of this declaration, is a private road for the use and benefit of the members of the West Beach Road Association. The maintenance of said private easement shall be the responsibility of West Beach Road Association.

Section 4. Property Development. The description of permitted and restricted uses and declaration of standards and criteria for development and maintenance of the real property which is the subject of this declaration is for the purpose of enhancing and protecting the value, desirability and attractiveness of the property.

Section 5. The purposes for which this corporation has been created may be altered, modified, enlarged or diminished by the two-thirds (2/3) majority vote of the members, at an annual meeting or any special meeting duly called for that purpose.

ARTICLE III MEMBERSHIP

Section 1. Membership in the West Beach Road Association shall be limited to owners of real property as described in Exhibit A or the spouse of a property owner (according to the definition of “community property” in the Revised Code of Washington, RCW 26.16.030) except as noted below. The owners, their heirs or assigns, of each of the original tracts, or any portion thereof if said tract is subdivided in the future, shall agree to be a member of West Beach Road Association, a Washington non-profit corporation. Each member shall be entitled to one vote only, regardless of the number of tracts owned by or held under contract of sale, and no more than one vote per membership shall be cast regardless of the number of owners of the property to which it is appurtenant.

Section 2. No membership shall be forfeited nor any member expelled. Members whose dues and/or assessments are 90 or more days delinquent and members who fail to pay court ordered judgments owed to the Association within 90 days will be deemed “members not in good standing,” and shall have no voting rights. No member may withdraw except upon the transfer of title to, or upon the sale of, the tract to which his membership is appurtenant. No compensation shall be paid by the corporation upon any transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of the corporation throughout the life of the corporation.

Section 3. The owner of real property which is the subject of this declaration shall be solely responsible for providing and maintaining on file with the Secretary of the West Beach Road Association the owner’s current address, telephone number, email address and other contact information, and to notify the Association Secretary of any change in ownership of the owner’s real property.

Section 4. Upon the dissolution of the West Beach Road Association, the retained savings of the Association (savings and checking accounts) will be distributed to members and former members according to a fair and equitable procedure to be agreed upon by a majority of the members at a Special Meeting held for that purpose. Upon dissolution of the Association, gains from the sale of any appreciated asset of the Association will be distributed to the extent practicable on a pro rata basis to all persons who were members (i.e. Article III, Section 1 definition) during the period when the asset was owned by the Association.

ARTICLE IV BOARD OF DIRECTORS

Section 1. General Power. The business and affairs of the association shall be managed by the Board of Directors.

Section 2. Number, Tenure and Qualifications. The Board of Directors shall be composed of the President, Vice-President, Secretary, Treasurer and three (3) Directors. All officers and directors must be members in good standing of the association. The President, Vice-President, Secretary and Treasurer shall be elected by the membership at the annual meeting and shall serve for two (2) years. The three (3) Directors shall be elected by the membership at the annual meeting and shall serve for three (3) years. One Director shall be elected each year. (In starting the three year cycle, at the first meeting after the acceptance of this Section 2, Article IV, One Director will be elected for three (3) years, one for two (2) years, and one for one (1) year.) In the event an officer or director can no longer qualify as a member of the association, he or she shall thereupon automatically cease to be a director and his or her office shall become vacant without necessary action by the board and/or the membership.

Section 3. Regular Meetings. By resolution, the Board may provide the time and place within the State of Washington for holding regular meetings without other notice than such resolution.

Section 4. Special Meetings. Special Board meetings may be called by or at the request of the President or any three (3) directors. The person or persons authorized to call special board meetings may fix any place either within or without the State of Washington as the place for holding any special board meeting called by them.

Section 5. Notice. Written notice of each special meeting shall be delivered in person, by mail, or by email to each director at his or her business address, home address, or email address at least two days before the meeting. If such notice is emailed or placed in the United States mail, postage prepaid, and addressed to the member's last known address, notice shall be deemed to have been given. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 6. Quorum. A majority of the directors shall constitute a quorum for the transaction of business at any Board meeting, but, if less than such majority be present at a meeting, the directors present may adjourn the meeting.

Section 7. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 8. Vacancies. Any vacancy occurring on the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors though the remaining Directors may constitute less than a quorum of the Board. The one exception to this is the fact that the elected Vice-President shall automatically assume the title and duties of the President in case that office is vacated. The office to be filled then by action of the Board will be that of the Vice-President. An officer elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any director elected to replace a three year elected director shall be elected until the next annual meeting when the full unexpired term of the vacancy shall be filled by the vote of the membership.

Section 9. Removal. At a meeting of the membership called expressly for that purpose, one or more members of the Board (including the entire Board) may be removed, with or without cause, by a vote of the majority of the members in good standing entitled to vote on election of directors.

Section 10. Compensation. By Board resolution, directors may be paid their expenses, if any, incurred while transacting official business for the association. No such payment shall preclude any director from serving the association in any other capacity and receiving compensation therefore.

Section 11. Presumption of Assent. A director of the association present at a Board meeting at which action on any association matter is taken shall presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she files a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or unless he or she forwards such dissent by registered mail to the Secretary of the association immediately after the adjournment of the meeting. A director who voted in favor of such action may not dissent.

Section 12. Action by Directors Without a Meeting. Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a written consent setting forth the action to be taken is signed by a majority of the directors. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

ARTICLE V OFFICERS

Section 1. The West Beach Road Association shall be governed by a Board of Directors and by an Executive committee that consists of a President, Vice President, a Secretary and a Treasurer, each of whom shall be elected by the membership.

Section 2. Election and Term of Office. The officers of the association shall be elected at the annual meeting of the membership. Each officer shall hold office until his or her term of office expires, unless he or she resigns or is removed. Any officer may be reelected to that office at succeeding annual meetings.

Section 3. Removal. Any officer may be removed from office by a special meeting called for that purpose, or the Annual Meeting, and upon the consenting vote of the majority of the membership eligible to vote on the election of directors.

Section 4. Vacancies. A vacancy in any office, except that of the President, because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board for the unexpired portion of the term. The exceptions to this will be that the Vice President shall assume the title and duties of the President, in case that office is vacated, and the Board shall appoint a Vice President. Directors who are replaced by Board action shall be appointed only until the next annual meeting when the membership shall vote to fill the full unexpired term of that directorship.

Section 5. President. The President shall be the principle executive officer of the association and, subject to the Board's control, shall supervise and control all of the business and affairs of the association. When present, he or she shall preside over membership meetings and over all Board meetings. With the Secretary or other officer of the association, deeds, mortgages, bonds, contracts, or other instruments that the Board has authorized to be executed, except when the signing and execution thereof has been expressly delegated by the Board or by these Bylaws to some other officer or agent of the association or is required by law to be otherwise signed or executed by some other officer or in some other manner. In general, he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 6. Vice President. In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the power of and be subject to all the restrictions upon the President. The Vice President shall perform such duties as from time to time may be assigned to him or her by the President or by the Board.

Section 7. Secretary. The Secretary shall: (a) keep the minutes of membership and Board meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with these Bylaws or as required by law; (c) be the custodian of the association records and of the seal of the association and see that the seal of the association is affixed to all documents, the execution of which on behalf of the association under its seal is duly authorized; (d) keep a register of the post office address of each member as furnished to the Secretary by each member; (e) sign with the President, or Vice President, certificates for membership in the association, the issuance of which has been authorized by the resolution of the Board; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board.

Section 8. Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the association; receive and give receipts for moneys due and payable to the association from any source whatsoever, and deposit all such moneys in the name of the association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board. If bond is required, then the cost of said bond shall be paid by the Association. The treasurer will submit a financial report at the annual meeting. This report will be audited by the Directors of the Association prior to submission.

Section 9. Salaries. The salaries, if any, of the officers shall be fixed from time to time by the Board, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the association.

Section 10. Other Officers. In addition to the officers and directors, there may be the need from time to time for other officers to assume responsibility for specific functions, events, activities or duties. Such specific officers shall be designated as chairpersons and shall be appointed by the President. Such appointments made by the President are for his or her convenience and may be dissolved by him or her at any time.

Section 11. Nominating Committee. At least two months prior to the annual meeting, the President may elect to appoint a chairperson and at least two other members to a nominating committee whose duties shall be to prepare a list of potential officers and directors and to submit such a list to the membership at the annual meeting.

ARTICLE VI MEETINGS

Section 1. Annual Meeting. At least one general meeting of the members shall be held each calendar year. The regular annual meeting of the members shall normally be held in the fall or as designated by the Board.

Section 2. Special Meetings. Special meetings of the members may be called at any time upon the written request of any four members, and if more than eighteen months have elapsed without the members' meeting being held, any member may call a meeting. Such special meetings shall be called not less than ten nor more than twenty-five days after the receipt of such request, and if the secretary shall neglect or refuse to issue such call, an officer or the member making such request, may do so.

Section 3. Notice of the Annual Meeting. Notice of the annual meeting of the members, stating the time, the places, and in general terms the purposes thereof shall be emailed or mailed by the Secretary or person calling such meeting to each member at his email or postal address as the same appears on the records of the Association at least thirty days prior to the date of the meeting. No other notice of the meeting of the members need be given. If such notice is emailed or placed in the United States mail, postage prepaid, and addressed to the member's last known address, notice shall be deemed to have been given.

Section 4. At any meeting of the members a majority entitled to vote must be represented in person or by proxy in writing and shall constitute a quorum for any and all purposes, including the election of officers. Written proxies may normally only be conferred on other members in good standing (having the right to vote). A waiver of this rule may be granted by a majority vote of the Board, provided it is requested in writing at least ten days prior to the meeting.

Section 5. The president, or, in his absence, the Vice-President, or in the absence of the President and Vice-President, a chairman elected by the members present, shall call the meeting to order and shall act as presiding officer thereof.

Section 6. The Secretary of the association shall act as a secretary at all meetings of the members, and in his absence the presiding officer may appoint any member to act as secretary.

Section 7. At the annual meeting of the members, those entitled to vote shall elect a Board of Directors as provided by these bylaws, and the Articles of Incorporation of this corporation.

Section 8. All meetings shall be governed by and according to Robert's Rules of Order, newly Revised, 12th Edition.

Section 9. Place of meeting. All meetings shall be held at the registered office of the corporation or at such other place within Island County, Washington, designated by the board.

Section 10. Action by Members without a Meeting. Any action required or permitted to be taken at a members' meeting may be taken without a meeting if a written consent setting forth the action so taken is signed by all members entitled to vote with respect to the subject matter thereof. Any such consent shall be inserted in the minute book as if it were the minutes of a membership meeting.

Section 11. Voting by mail solicitation may occur at the option of the Board of Directors pursuant to the provision of amendments.

Section 12. Compensation. By board resolution directors may be paid their expenses, if any, of attendance at each board meeting or a fixed sum for attendance at

each board meeting or a stated salary as director or any combination of the foregoing. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

Section 13. Presumption of Assent. A director of the corporation present at a board meeting at which action on any matter is taken shall be presumed to have assented to the action unless his dissent is entered in the minutes of the meeting or unless he files his written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or unless he forwards such dissent to the secretary of the corporation within 48 hours after the adjournment of the meeting. A director who voted in favor of such action may not dissent.

Section 14. Other Officers. In addition to the foregoing officers, the Board of Directors, may from time to time, elect such officers as it may see fit, with such duties as the Board may deem proper.

ARTICLE VII CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts and Expenditures. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the association and such authority may be general or confined to specific instances. The Board may authorize an outlay of funds to the maximum limit of 10,000 dollars in an emergency. All other major expenditures require approval by two-thirds (2/3) vote of a quorum of the membership. The Board will propose, for the approval of the membership, an annual budget for administration, maintenance of roadway easements, and operations, maintenance, and improvements to the water system.

Section 2. Loans. No loans shall be contracted on behalf of the association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances. No loans shall be made by the association to its officers or directors unless first approved by two-thirds (2/3) vote of a quorum of the membership.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the association, shall be signed by such officer or officers, agent or agents, of the association and in such manner as is from time to time determined by resolution of the Board.

Section 4. Deposits. All funds of the association not otherwise employed shall be deposited from time to time to the credit of the association in such banks, trust companies or other depositories as the Board may select.

**ARTICLE VIII
FISCAL YEAR**

The fiscal year of the association shall begin on the first day of January and terminate on the last day of December of each year.

**ARTICLE IX
SEAL**

The seal of the association shall consist of the name of the association, the state of its incorporation and the year of its incorporation.

**ARTICLE X
WAIVER OF NOTICE**

Whenever any notice is required to be given to any member or director of the association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Washington Non-Profit Corporation Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XI
INDEMNIFICATION**

To the full extent permitted by the Washington Non-Profit Corporation Act, the association shall indemnify any person who was or is a party or is threatened to be made party to any civil, criminal, administrative or investigative action, suit or proceeding whether brought by or in the right of the association or otherwise by reason of the fact that he or she is or was an officer or director of the association or is or was serving at the request of the association as an officer or director of another corporation, against expenses including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding; and the Board of Directors may, at any time, approve indemnification of any other person which the association has the power to indemnify under the Washington Non-Profit Corporation Act. The indemnification provided by this section may be entitled as a matter of law or by contract.

**ARTICLE XII
DUES AND ASSESSMENTS**

Section 1. Dues, Assessments, and Liens. For the purpose of maintaining the Association's water system and private easement roadways and for the supplying of water to each tract, it is hereby declared that all of the tracts within the said property, regardless of size or number of acres, may be annually charged such dues and assessments as shall be deemed necessary by the members of West Beach Road Association. The annual dues and assessments shall be imposed by the affirmative vote of a majority of the members of the Association each year. Such annual dues and assessments and the rate thereof shall be recommended by the Board of Directors at its meeting held in conjunction with the annual meeting of the members of the Association and shall be due and payable at such dates as shall be fixed by the Board. In the event that the said dues and assessments are not paid on the due date specified by the Board, said dues and assessments shall thereafter be deemed to be delinquent following a thirty (30) day grace period from the due date and shall bear interest at the rate of 12 percent per annum (1.0 percent per month) or consistent with Washington State Law (RCW 19.52.010) compounded annually, thereafter until paid in full. Upon becoming delinquent, such dues and assessments shall constitute a lien upon the property against which the same was levied, and the Association may file a statement of charges, in the form of a claim of lien, with the Office of the Auditor of Island County, Washington. A release of said lien shall be filed by the Association upon full payment of said dues and assessments with interest and costs, disbursements, and attorney fees incurred by the Association. Said lien may be enforced by the Association as may any lien on real property under the law, and if said lien is foreclosed, the tract owner shall be liable for the costs and disbursements, including reasonable attorney's fees, to the Association herein, all of which costs, disbursements and fees shall be secured by such lien. The purchasers of tracts within the said property, by the acceptance of deeds therefore, whether from declarants or subsequent owners of any of said property, or by the signing of a contract to purchase the same, shall become personally obligated to pay such dues and assessments, including interest, upon the tract or tracts purchased or agreed to be purchased by them, and shall be subject to the enforcement provisions outlined above.

Section 2. Hookup Charges for Water Connection. No member shall tap into, or hook into, the water system maintained by West Beach Road Association and serving the properties which are the subject of this declaration, without the prior approval of the Board of Directors of West Beach Road Association, or their designated agent, and said installation must be made in accordance with the terms and conditions as established by the Board. These conditions shall include payment by the owner of the property to be served by the water connection of a hookup fee as imposed by the affirmative vote of a majority of the members of the West Beach Road Association. All monies received by West Beach Road Association from the said hookup fees shall be deposited in the water fund account of the West Beach Road Association. In the event that any property should receive a water service, or should hook onto the water system, without paying the hookup fee as aforementioned, a penalty fee of an amount as imposed by the affirmative vote of a majority of the members of the West Beach Road Association will also be charged. That amount shall constitute a lien upon the property that is served by

the water hookup, which lien may be enforced and foreclosed in the manner specified in paragraph 1 above.

Section 3. Water Use Assessment. A water use assessment shall be charged at a rate as imposed by the affirmative vote of a majority of the members of the West Beach Road Association each year. This assessment shall be recommended by the Board of Directors at its meeting held in conjunction with the annual meeting of the members of West Beach Road Association, and shall be due and payable at such dates as shall be fixed by the Board.

Section 4. Selling of Water Shares. Selling of any available water shares and any terms pertaining thereto are subject to approval by two-thirds (2/3) vote of a quorum of the membership.

ARTICLE XIII AMENDMENTS

Section 1. General Amendments. These Bylaws may be amended by the membership of the association at any regular meeting or at any special meeting called for that purpose. An affirmative vote of two thirds (2/3) of the membership present, so long as those present constitutes a quorum of the total membership, shall be necessary to adopt such an amendment.

Section 2. Dues, Fees, and Assessments. The Board of Directors shall not increase the monthly or annual dues, fees, or assessments without the consent of the majority of the members present at the annual meeting or at a special meeting called for that purpose. Any such action shall be considered as an amendment to Article XII of these Bylaws.

Section 3. Quorum. At any meeting of the membership of the association a minimum of 51 percent of members in good standing, represented in person or by proxy, shall constitute a quorum.

ARTICLE XIV GENERAL PROVISIONS

Section 1. Term. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of ten years from the date of the recording of this declaration, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an affirmative vote of two thirds (2/3) of the membership present, so long as those present constitutes a quorum of the total membership, shall be necessary to extinguish or change said covenants and restrictions in whole or in part.

Section 2. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other covenants that shall remain in full force and effect.

Section 3. Enforcement. West Beach Road Association is hereby charged with the authority and obligation for the enforcement of this declaration. In the event the association fails to take appropriate action for the enforcement of the covenants and restrictions within a reasonable time after a violation is brought to its attention in writing, any person owning or purchasing a tract within the said property which is the subject of this declaration may take such steps for such enforcement. The party prevailing in such enforcement proceedings shall recover such attorneys fees as the court may deem reasonable.

Section 4. Amendment of Declaration. This declaration may be amended at any time by the affirmative vote of two-thirds (2/3) of the members of the association present, so long as those present constitutes a quorum of the total membership, at the annual meeting or at any special meeting specifically called for that purpose, provided, however, that this declaration shall not be amended so as to subject tracts retained by the original developers for purposes of sale to such dues as shall be imposed by the West Beach Road Association.

ARTICLE XV RESTRICTIONS ON THE USE OF PROPERTY BY OWNERS

1. Permitted Uses. No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling of at least 1500 square feet of living space per lot, with or without an attached garage (for not more than three cars) and one accessory building not to exceed 1400 square feet in total area per lot, and sewage disposal appurtenances. A second accessory building not to exceed 120 square feet in total area may be erected, placed, or permitted on any lot, provided the second accessory building is screened by vegetation from view from all of the other real property which is the subject of these Bylaws.

2. No Temporary Dwellings. Except during the period of construction of a dwelling on that lot, no trailer, camper, tent, garage, barn, or other outbuilding, or any other structure of a temporary character shall be used on any lot as a residence.

3. Construction. All structures shall be of new construction (except used brick, siding or similar decorative materials may be used), and construction thereon shall not be commenced until a building permit from the appropriate public agency is obtained, together with architectural control approval as provided for hereafter. No prefabricated residential dwellings, including mobile homes or modular homes, shall be permitted.

4. Dates of Completion and Landscaping. The work of construction of all buildings and structures shall be prosecuted diligently and continuously from

commencement of construction until the structures are fully completed and painted. Unless an extension of time is granted in writing by the Architectural Control Committee for good cause shown, all structures shall be completed in external appearance, including, finishing, painting, or staining, within twelve (12) months from the date of commencement of construction. Landscaping, as required hereafter, shall be completed within twelve months of the date of completion of construction of an owner's dwelling.

5. Control of Debris and Junk. All lots shall be maintained in a reasonably presentable condition. Debris, weeds, or other waste material ("debris") shall be removed or controlled on all lots, whether vacant or improved.

Debris is defined as:

a) any obvious remains of something broken down or destroyed, or
b) scattered or accumulated fragments of something wrecked or destroyed, to include, but not limited to, vehicles, machinery, building materials, and landscape materials.

All junk and scrap materials shall be removed or controlled on all lots, whether vacant or improved. Junk is defined as "any manufactured good, appliance fixture, furniture, machinery, vehicle, personal property, or any other thing or part thereof, whether of value or valueless, that is demolished, discarded, dismantled, partially dismantled, dilapidated, or so worn and deteriorated that there is no longer remaining any capability for use in the manner for which it was originally manufactured". Scrap materials, include scrap iron and other metals, paper, rags, rubber tires, bottles and such other worn out or discarded material as can be turned to some use, but which cannot be used again for the purpose for which it was originally intended.

If any owner does not remove or control debris within sixty days after notice to such owner from the Architectural Control Committee and/or its assigns, the Architectural Control Committee and/or its assigns shall have the right to enter onto the lot and remove or control the debris, junk, or other scrap material. The committee's cost of such removal or control shall be charged to the owner and shall be a continuing lien upon the lot, as well as the personal obligation of the owner, and such lien may be foreclosed in accordance with proper legal procedure.

6. Garbage. No garbage, refuse, or rubbish shall be deposited or kept on any lot except in suitable containers which shall be regularly hauled by or for the owner to a public or other suitable dump site.

7. Animals. No animals, livestock, or poultry shall be raised for commercial purposes.

Members, or prospective members, may submit a detailed petition to the Board of Directors for permission to keep a certain number of specified animal(s) other than common domesticated indoor household pets. Photos (if available) and detailed graphics of structures, fencing, or landscaping, and detailed plans to mitigate odors, dust, pests, noise, and waste must be included in the petition for the consideration of members.

The Board shall promptly share the detailed petition with each Member (as specified in Article III- Section 1).

Any Member may call for a Special Meeting within 7 days of the petition being shared to discuss the petition (as specified in Article VI Section 2). If a Special Meeting is called, the petitioner(s) shall be informed and be offered an opportunity to make a presentation at this meeting.

The Board shall conduct a vote among all members in a timely manner. Voting shall be completed no later than 7 days after the initiation of voting.

At least two-thirds (2/3) of the property owners actually voting in person or by Proxy (one per property) shall be necessary for permission to keep the specified animal(s).

Once an owner is approved for animal keeping, the approval shall remain with the property and automatically pass to any new owner.

Inspections shall be made annually by the Architectural Control Committee to confirm that the structures are being maintained in good repair and appearance, and that the accommodations are maintained in a clean and sanitary manner. Structures, facilities, and the animal(s) shall not impose on any other home, or its landscaping, with odors, insects, damage, or any other obnoxious intrusion. Additionally, any property owner may request an inspection for good cause at any time. Inspections shall be conducted by the Architectural Control Committee and/or its assigns.

If the property owner fails to maintain overall cleanliness and structural integrity in a proper manner the permit shall be suspended. The owner must resolve the problem(s) within 45 days. If the owner fails to resolve the problem(s) within this time frame, the Architectural Control Committee and/or its assigns, shall have the right to enter the property and take whatever steps necessary to eliminate the problem(s), including hiring of professionals to clean, repair or dismantle the accommodations, removal of the animals, and/or the filing of a lawsuit. The committee's cost of such actions shall be charged to the owner and if unpaid shall be a continuing lien upon the property, as well as the personal obligation of the owner, and such lien may be foreclosed in accordance with proper legal procedure. All expenses incurred to be born by the property owner.

8. Activities. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

9. Parking Restrictions. Mobile homes, commercial fishing boats or any similar vehicles shall not be parked. Vacation trailers, campers, boats will generally be allowed unless declared a nuisance by the Architectural Control Committee in which case these should be screened or housed in a barn or shed.

10. Underground Utilities. All permanent utility systems shall be underground.

11. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted on or in any of the property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any property.

12. Signs. No signs of any kind shall be displayed to public view of the property except for the following: (1). a sign, no larger than twenty (20) square feet, advertising the lot or unit for sale or rent; or (2). for the developer or builder to advertise the lot or unit during the construction and sales period. (3). Such signs as may be required by law or any legal proceeding.

13. Protection of Views. Shrub, trees, or bushes may be allowed as long as they do not unduly restrict the view from main dwellings on adjoining lots or units.

14. Fences. Fences shall be limited to a height of six feet and constructed of wood, masonry, vinyl, and/or metal (no chain link).

15. Derogation of Laws. No owner shall carry on any activity of any nature whatsoever on the property that is in derogation or violation of the laws and statutes of the State of Washington, Island County, or other applicable governmental body.

16. Height Restriction. All residences shall be limited to two story structures and a total height of twenty-eight feet maximum height from the ground to the peak of the roof.

17. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of Island County Health Department. Approval of such system as installed shall be obtained from such authority.

18. Cross Connection Control. No residential water system shall be permitted on any lot unless such a system is consistent with and in accordance with the Cross-connection Control Program provided in the WBRA Small Water System Management Program (SSWMP) and described in the Washington Administrative Code, Chapter 246-290-490, as is now or as hereafter amended. Operating policies and technical provisions are described in the SWSMP. Corrective actions to ensure that Members comply with the Association's cross-connection control requirements may include, but are not limited to:

(i) Denying or disconnecting water service until the cross-connection hazard is eliminated or controlled to the satisfaction of the Association

(ii) Requiring the member to install an approved backflow preventer for premises isolation commensurate with the degree of hazard

- (iii) Installing an approved backflow preventer for premises isolation (at the expense of the member) commensurate with the degree of hazard

ARTICLE XVI
ARCHITECTURAL CONTROL COMMITTEE (ACC)
AND ARCHITECTURAL STANDARDS

1. Establishment. Acting on behalf of the West Beach Road Association, and in accordance with all existing and any future amendments to the By Laws of the Association, an Architectural Control Committee shall be established. The committee consisting of three (3) members shall be established by vote of the West Beach Road Association membership. ACC Members shall be elected by the membership at the annual meeting and shall serve for three (3) years. One ACC Member shall be elected each year. (In starting the three year cycle, one ACC Member will be elected for three (3) years, one for two (2) years, and one for one (1) year.)

Membership on the committee can be changed as follows:

(1). Vacancies due to death or resignation will be filled by the Board of Directors of the West Beach Road Association.

(2). The Board of Directors, by a majority vote, may add as many as two additional members to the ACC.

The members shall designate one of their numbers to serve as chair of the committee.

2. Purpose. The Architectural Control Committee shall, in good faith, exercise discretionary approval or disapproval on the basis of minimizing interference with enjoyment of adjacent properties, protecting property values, and enforcing improvement use and occupancy in a pleasing but not sterile or uniform combination.

3. Structures. No building, fence, wall, or other structure shall be erected, placed, or altered on any lot or building site within the property until the plans, specifications and plot plans thereof are submitted by the owner or his representative to the Architectural Control Committee and the Board and approved by the Board. If such plans and specifications are disapproved by the Board (or, if conditionally approved, unless the conditions thereof be complied with), the project construction shall not be undertaken, or if undertaken, a violation hereof may be abated by legal proceedings by any party having an interest in the enforcement hereof irrespective of the time of completion thereof. The Architectural Control Committee shall in no way confirm or guarantee any assumed geological conditions, safety, or structural standards or construction methods. The Architectural Control Committee shall, within fifteen (15) days after any such plans and specifications have been submitted to it, submit a recommendation to the Board whether the plans should be approved or disapproved. The Board shall make every effort to render a decision within fifteen (15) days of receipt of the recommendation from the Architectural Control Committee.

4. Procedures. The Architectural Control Committee shall consider and act upon all matters properly submitted to it. In furtherance of this function, the Architectural Control Committee may, by unanimous vote, from time to time make recommendations to the Board regarding adoption, amendment and repeal of procedures and regulations to be known as the Architectural Control Committee Procedures, interpreting, detailing, and implementing the provisions of the Protective Covenants, Conditions, Restrictions and Bylaws. A current copy of the Architectural Control Committee Procedures shall be kept on file with the Secretary of the Board of Directors of the West Beach Road Association at all times. Consent by the Architectural Control Committee or the Board to any matter proposed to them, or within their jurisdiction shall not be deemed to constitute a precedent or waiver impairing the right of the Association to withhold or grant approval as to any similar matter thereafter proposed or submitted to the Association for its consent. The Architectural Control Committee shall decide all matters by majority vote.

5. Standards and Criteria. The Architectural Control Committee shall employ the standards and restrictions as set forth in Article XV, Restrictions on the use of property by owners.

6. Form. Members shall, prior to commencing construction, submit the ACC CONSTRUCTION APPROVAL FORM, Enclosure 1, along with a copy of their proposed plans to the ACC Members for approval.

7. No Liability. The members of the Architectural Control Committee and the Board of Directors shall have no personal liability for any action by or decision of the Committee or the Board. By acceptance of a deed or execution of a contract to purchase or a lease agreement or like document for any lot or unit, the purchaser or lessor thereby agrees and covenants not to maintain any action against any member of the Architectural Control Committee or the Board which seeks to hold that member personally or individually liable for damages relating to or caused by any action of or decision by the Committee or the Board.

WEST BEACH ROAD ASSOCIATION (WBRA)

ARCHITECTURAL CONTROL COMMITTEE (ACC) AND BOARD OF DIRECTORS CONSTRUCTION APPROVAL FORM

Enclosure 1 to WBRA COVENANTS, CONDITIONS & RESTRICTIONS

MEMBER REQUESTING CONSTRUCTION APPROVAL

NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

FAX: _____

STATEMENT OF MEMBER REQUESTING CONSTRUCTION APPROVAL:

"I have read, understand, and by submitting this Request do hereby agree to comply with Article XV (Restrictions on the use of property by owners), as well as all other articles that comprise the CC & R's of the West Beach Road Association, and with all applicable county and state codes."

SIGNATURE OF MEMBER

DATE REQUEST RECEIVED BY ACC:

ACC FINDINGS AND RECOMMENDATIONS:

THE PROPOSED CONSTRUCTION WILL MEET THE FOLLOWING CRITERIA:

1. CONSTRUCTION IS A SINGLE FAMILY DWELLING OF NEW CONSTRUCTION DESIGNED WITH A MINIMUM OF 1500 SQUARE FEET OF LIVING SPACE PER LOT, NOT A PREFABRICATED BUILDING (NOT A MOBILE HOME OR MODULAR HOME), AND NOT A TEMPORARY DWELLING.
2. ACCESSORY BUILDING DOES NOT EXCEED 1400 SQUARE FEET IN TOTAL AREA.
3. A SECONDARY ACCESSORY BUILDING DOES NOT TO EXCEED 120 SQUARE FEET IN TOTAL AREA, SCREENED BY VEGETATION FROM VIEW FROM ALL OF THE OTHER WBRA LOTS.
4. HEIGHT FROM GROUND TO PEAK OF ROOF DOES NOT EXCEED 28 FEET, LIMITED TO TWO STORY STRUCTURES.
5. FENCES ARE CONSTRUCTED OF WOOD, MASONRY, OR VINYL AND HEIGHT DO NOT EXCEED SIX FEET.

6. RESIDENTIAL WATER SYSTEM COMPLIES WITH WBRA SMALL WATER SYSTEM CROSS CONTROL REQUIREMENTS.

RECOMMENDED FOR

APPROVAL

DISAPPROVAL

BY ACC.

SUBMITTED TO BOARD OF DIRECTORS WITH COPY OF CONSTRUCTION PLANS.

DATE:

ACC MEMBERS SIGNATURES:

APPROVAL

DISAPPROVAL

BY BOARD OF DIRECTORS.

President _____

Date _____

NOTE: CONSTRUCTION MUST ALSO MEET ALL APPLICABLE COUNTY AND STATE CODES.

June 2016 WEST BEACH ROAD ASSOCIATION (WBRA)

APPENDIX A TO THE ARCHITECTURAL CONTROL COMMITTEE (ACC) CONSTRUCTION APPROVAL
FORM (Enclosure 1 to WBRA CC & R's)

APPLICATION FOR WATER SERVICE

Owner's Name: _____ **Telephone:** _____

Mailing Address: _____

Location Address: _____

Legal Description: _____

1. **The undersigned applicant hereby applies for a water connection to the above-described property.**
2. **The applicant is the owner of the described property (or the authorized agent of the owner).**
3. **As a condition of the West Beach Road Association, hereinafter referred to as the Purveyor, providing and continuing service to the above described property , the property owner, by signing this application, agrees to comply with:**
 - a. All provisions of the attached current By-laws of the Purveyor, or latest revision thereof; and
 - b. Other such current (attached) and future rules and regulations that govern the Purveyor's water system.
4. **The property owner specifically agrees:**
 - a. To install and maintain at all times his/her plumbing system in compliance with the most current edition of the Washington State Uniform Plumbing Code as it pertains to the prevention of potable water system contamination and prevention of pressure surges and thermal expansion in his/her water piping;
 - b. Within 30 days of the Purveyor's request:
 - i) To install, maintain, test and repair in accordance with the Purveyor's cross-connection control standards all premises isolation backflow prevention assemblies required by the Purveyor to be installed to protect the public water system from contamination; and
 - ii) To report to the Purveyor the results of all assembly tests and/or repairs to the premises isolation backflow prevention assemblies.
 - c. As a condition of the Purveyor waiving the requirement for premises isolation by a reduced pressure backflow assembly on the property owner's service pipe:
 - i) To authorize the Purveyor to make periodic water use surveys of the premises;
 - ii) Within 30 days of the Purveyor's request, to install, test, maintain and repair in accordance with the Purveyor's cross-connection control standards (copy received

with this application) all in-premises backflow prevention assemblies that provide equivalent protection for the Purveyor's distribution system;

- iii) To report to the Purveyor within 30 days of obtaining the results of all tests and repairs to the aforementioned backflow prevention assemblies; and
- iv) To report to the Purveyor any change to the plumbing system.

d. Not to make a claim against the Purveyor or its agents or employees for damages in case of water pressure variations, or the disruption of the water supply for water system repair, routine maintenance, power outages, and other conditions normally expected in the operation of a water system.

e. To pay his/her water bill within 30 days of the date of billing.

After 30 days of the Purveyor mailing a written notice to the property owner of his/her breach of this agreement, the Purveyor may terminate water service.

In the event legal action is required and commenced between the parties to this agreement to enforce the terms and conditions herein, the substantially prevailing party shall be entitled to reimbursement of all its costs and expenses including but not limited to reasonable attorney's fees as determined by the Court.

Applicant's Signature _____ **Date** _____

Attachments received (Applicant initial):

Water rates _____ **Service connection information** _____ **Water service policy** _____

For Purveyor Use Only:

Connection fee received _____

Water Use Survey received _____

Risk assessment completed by King Water Company _____

Customer notified of requirement for Backflow Prevention Assembly (BPA) _____

BPA installation approved _____

BPA test report accepted _____

BPA information entered into database _____

WEST BEACH ROAD ASSOCIATION Exhibit A

June 2023

Owner	Parcel R03224-
Brockman	325-2390
Bush	320-3050
Buys	297-3640
Cybula	354-3270
Deck	297-2340
Daggett	282-3150
Dalbey	320-3500
Finnigan	320-3250
Gagne	287-2270
Hamburg	305-2810
Holloway	259-3060
Hower	320-3700
Hughes	316-2310
Hunt	353-3710
Kruse	255-2300
McDonough	353-3490
Muller	272-2230
Niirro	402-3410
Patton	213-2260
Rassaian	307-2320
Salinger	235-3190
Shaw	237-2490
VanZytveld	354-3030

