



Restrictive Covenants
Amended August 20, 2022

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SURFSIDE HOMEOWNERS ASSOCIATION, PACIFIC COUNTY WASHINGTON
RESTRICTIVE COVENANTS, AMENDED AUGUST 20, 2022

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It is hereby known that the Board of Trustees (hereinafter called the Board) of Surfside Homeowners Association do by these presents make, establish, conform and hereby impress upon SURFSIDE ESTATES, a planned unit development consisting of Divisions 1 through 20, inclusive, as filed with the Auditor of PACIFIC COUNTY, WASHINGTON, and such environs abutting or adjacent thereto which by contract or otherwise have become members of such development including but not limited to THE PLAT OF OCEAN CREST, SUNNY SLOPES, OCEAN WOODS, OCEAN VILLA, SEADUNES, BEACH ADDITION, AND SURFVIEW, PACIFIC COUNTY, WASHINGTON (see Exhibit "B" for legal descriptions), THE FOLLOWING RESTRICTIVE COVENANTS for the benefit of all platted parcels, property and owners in said plats and additions; said covenants shall run with land and do hereby bind said parties and all their future grantees, heirs, and successors to said covenants for a period of five years (5) from the date these revised covenants are recorded, after which covenants shall automatically be extended to successive periods of five (5) years; provided, however that the duration and substance of these covenants may be changed as set forth in Section 9 herein.

1.0 DEFINITIONS:

- 1.1 "Single Family Residence" shall mean a structure designed for use and occupancy as a residence for one family. It shall include On-site Constructed Residences, Modular Units, and Mobile (Manufactured) Units. The three single-family residence types are defined hereinafter.
 - 1.1a "On-Site Constructed Residence" is constructed on a platted parcel from the framing to the completed project built on a continuous concrete foundation, or as a post-frame method of construction, and meeting all requirements of the applicable building codes.
 - 1.1b "Modular Unit" is prefabricated elsewhere. In various stages of completion, it is transported to the platted parcel and is erected and built upon a raised, continuous concrete foundation. The Unit must meet all requirements of the applicable building codes.
 - 1.1c "Mobile (Manufactured) Unit" is constructed elsewhere on a metal framework with attached wheels and towed to the parcel site. The Unit shall remain a mobile unit even if its tongue and wheels are removed and it is affixed to a foundation. The unit must meet all governmental standards for mobile homes. A mobile unit shall not include a recreational vehicle as defined hereinafter.
- 1.2 "Multi-family" residence shall mean a building designed and intended for use and occupancy as a residence for two or more families. It shall include condominium units as described in RCW 64.32 and duplexes.
- 1.3 "Recreational Vehicle" (RV) shall mean a vehicular type of portable structure without permanent foundation, which can be towed, hauled, or driven and is primarily designed as temporary living accommodation for recreational, camping and travel use and includes, but is not limited to, travel trailers, truck campers, camping trailers, and self-propelled motor homes. RV also includes boats and boat trailers. RV's must be licensed full time for road travel and must be in movable condition within one (1) hour.
- 1.4 "Commercial" shall mean usage which includes motels, restaurants, services, and commodity retail businesses.
- 1.5 "Residential" shall mean usage of a structure as a residence as opposed to use of a business nature or commercial as defined above.
- 1.6 "Platted Parcel" means a unit of land (tract, lot, or otherwise) designated in the original plat or in any other plats.
- 1.7 "Structure" means a building used as a multiple dwelling, single family residence, or duplex. It includes anything constructed, erected, or located on the ground or attached to the ground or to an existing structure. It may be either commercial or residential and it shall include mobile units and modular units as defined in Subsection 1.1b and 1.1c. It shall also include storage sheds, garages, carports, decks, deck additions, and "other" buildings. For your awareness, the 10-page Pacific County Residential Building Code Checklist may be found at: <https://www.co.pacific.wa.us/dcd/images/apps-forms/RESIDENTIAL%20BUILDING%20CODE%20CHECKLIST.pdf>

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- 1.8 "Owner" shall mean the record owner, whether one or more persons, firms, or corporations, as fee simple owners, contract purchaser or contract seller of any platted parcel as defined above, excluding all entities that have an interest merely as a security for the performance of an obligation or the payment of a debt.
- 1.9 "Height" shall mean the vertical distance measured from a point on the crown of the road to the highest point of a structure, not including the chimney. The point on the road is further established by running a line from the center of a platted parcel bisecting the front line of the platted parcel to the crown of the road.
- 1.10 "Front Line of A Platted Parcel" shall mean a line separating the parcel from the street. Front line determination for corner parcels shall require Pacific County Building / Engineering Department verification.
- 1.11 "Manufacturing" shall mean the process of making wares by hand or by machinery for profit.
- 1.12 "Improvements" shall mean additions or modifications that improve a platted parcel or structure.
- 1.13 "Storage Shed" shall mean a storage building on a residential platted parcel designed for yard and personal items, and not used for human occupancy.
- 1.14 "Accessory Building" shall mean a building detached from the foundation of the main residential structure which is used as a garage for storage or parking of vehicles, shop, or studio use, and shall not be used as a residence.
- 1.15 "Environmental Pollution" is defined as any violation of a local, regional, County, State, or Federal environmental law or regulation, in addition to specific environmental violations of these covenants.
- 1.16 "Noise pollution" is any sound of such level and duration which could be injurious to human health or welfare, or which would unreasonably interfere with the enjoyment of life. Any loud noise which occurs between the hours of 10 pm and 7 am shall be considered "noise pollution." Exceptions include emergency signaling devices, external intruder alarms, (such alarms must terminate in no more than 20 minutes), and performance of emergency work. The Board may define specific regulations to control noise pollution.
- 1.17 Whenever the term "his, her, or their" are used in these covenants, it shall be taken to mean both genders.
- 1.18 "Setback" shall mean those areas to the front, rear, and sides of a building's exterior wall which are free of structures except as specifically allowed or for which exception is granted by the Architectural Committee or the Board of Trustees. (See also Section 3.2 – Setbacks)
- 1.19 A "gazebo or pergola" is a detached, single story, "U" type, structure open on all sides or screened with lattice, typically for relaxation or entertainment.
- 1.20 "Greenhouse" is a single story, "U" type, accessory structure with largely transparent walls and roof used solely for the purpose of growing horticultural plants including ornamental plants, flowers, vegetables and fruits, and excluding the growing of marijuana.

*"U" type as defined by the International Building Code: Buildings and structures of an accessory character and miscellaneous structures not classified in any specific occupancy.

2.0 RESTRICTIONS ON USE OF PLATTED PARCEL:

- 2.1 No platted parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. The Board may designate certain common waste and disposal areas, which shall be maintained in a clean and sanitary condition and shall be screened from public view. Owners' containers also shall be screened from public view.
- 2.2 Wrecking and junk yards shall not be permitted on any platted parcel, nor shall unused or unlicensed vehicles be abandoned or stored thereon.
- 2.3 Farm animals, livestock, poultry, or other animals intended or typically intended for consumption, breeding or sale of by-products are not to be temporarily or permanently quartered, maintained, grazed, bred, or raised, on any lot within Surfside. (Pets – see Section 5.14)

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- 2.4 Environmental pollution shall not be permitted. Environmental polluters include those who violate any environmental provisions of these covenants, as well as violators of local, regional, County, State, or Federal environmental laws and regulations.
- 2.4a Whenever Surfside becomes aware of a violation of environmental laws or regulations, not specifically addressed in the Surfside covenants, it shall refer the alleged violation to the appropriate local, county, regional, State, or Federal agency.
- 2.5 Outdoor burning of land clearing debris or construction debris is prohibited. Small (3-foot x 3 foot) campfires, cooking fires, and natural yard debris fires are permitted provided they meet the criteria for such uses adopted by the Pacific County Fire District #1, and meet the requirements of Section 5.8.
- 2.6 No refuse, solid or liquid, or other sources of contamination shall be disposed of on any property or discharged into any canal, lake, or waterway.
- 2.7 Lot fill shall not be extended into waterways, nor shall any person deposit unwanted or waste materials in any waterway.
- 2.7a No docks or landings shall extend into any canal, lake, or waterway.
- 2.7b No motorboats shall be allowed on any body of water within the plat of Surfside Estates, except for maintenance by the Association.
- 2.8 Signs of an advertising nature of any character shall not be posted or maintained on any residential platted parcel except to advertise the sale or lease of a platted parcel. Political issue and candidate signs are permitted on a temporary basis consistent with state and local regulations. Garage, yard, and estate sale signs may be erected not more than 3 days prior to the sale and must be removed within 2 days following the sale. Commercial signs, except those erected during a construction project, must be approved by the Board. Signs other than commercial and construction signs may not exceed 600 square inches each.
- 2.9 Recreational Vehicle Use:
- 2.9a Provisions Applicable to RVs on All Surfside Lots - Recreational vehicles must be registered, licensed, and maintained in a mobile condition at all times, and shall only be used as specified herein. A temporary Conditional Use Permit for each vehicle to be placed on a platted parcel must be obtained annually at the Association office. These permits (decals and/or permits) must be prominently displayed and visible from the street.
- 2.9a.1 Conditional Use Permits shall be issued as follows:
Summer occupancy, from March 15 through October 31, of a recreational vehicle is permitted as a temporary vacation/short term dwelling. It must display a current motor vehicle license and meet all health codes for temporary recreational use. One-time registration at the Surfside business office is required at the first visit each summer. A summer occupancy Conditional Use Permit and a numbered registration decal will be issued. These shall be placed as stated in 2.9a above.
Winter occupancy, from November 1, through March 14, of a recreational vehicle is permitted as a temporary vacation/short term dwelling. It must display a current motor vehicle license and meet all health codes for temporary recreational use. During winter visits, recreational vehicles must be occupied. Short term permits shall be issued from the Surfside business office for periods up to 21 days, not to exceed 60 days total, and shall be placed as stated in 2.9a above.
- 2.9a.2 No commercial use of recreational vehicles shall be permitted in Surfside Estates.
- 2.9a.3 Except for those parcels listed in Section 2.9b, winter storage of a recreational vehicle, from November 1 through March 14, is not allowed on any platted parcel, except in a car port or enclosed building, provided however that such equipment may be parked anywhere on residential premises for time needed during loading or unloading.

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- 2.9a.4 Tents are acceptable for use by owner or guests on a platted parcel if approved sanitary facilities are available within a distance of one hundred (100) feet. Tents must be removed when not in use.
- 2.9a.5 4.1b12 Permit
An RV may be used as a temporary dwelling during construction under the following conditions:
 - a. proof of County building permit
 - b. active and continuous building construction
 - c. septic and water connections are available and in use
 - d. permits will not exceed one year duration unless the RV Committee has granted an extension for cause. Owners may apply for an extension if the Architectural Committee has granted a building extension.
- 2.9a.6 Sewage and wastewater from recreational vehicles and/or tent sites must be disposed of as per Washington state regulations: i.e., these wastes shall not be dumped on the ground, in pits or in cesspools.
- 2.9a.7 All RV usage, parking, and storage shall occur on the owner's property and shall conform to the minimum Surfside covenant setbacks for the parcel.
- 2.9b RV Provisions Applicable to Certain Designated Lots - Notwithstanding the provisions of Section 2.9a, not more than one recreational vehicle is permitted to remain on a platted parcel listed below on a continuous basis but shall not be used as a permanent residence. All other covenants and guidelines for recreational vehicles in Section 2.9a must be followed.
 - Division 8:
 - Block 5, Platted Parcels 1-20 inclusive
 - Block 6, Platted Parcels 1-20 inclusive
 - Division 14:
 - Block 4, Platted Parcels 3-16 inclusive
 - Block 5, All Platted Parcels
 - Block 6, All Platted Parcels
 - Block 7, All Platted Parcels
 - Block 8, All Platted Parcels
 - Block 9, Platted Parcels 1-9 inclusive
 - Block 10, Platted Parcels 1-10 inclusive
 - Division 15:
 - Block 2, Platted Parcels 18-28 inclusive
 - Block 3, Platted Parcels 1-17 inclusive
 - Block 4 through 9 inclusive, All Platted Parcels
 - Division 16:
 - All Platted Parcels
 - Ocean Woods:
 - All Platted Parcels
- 2.9c Sewage and wastewater from recreational vehicles and/or tent sites must be disposed of as per Washington state regulations: i.e., these wastes shall not be dumped on the ground, in pits or in cesspools.
- 2.9d All RV usage, parking, and storage shall occur outside of the County right-of-way, and shall adhere to the minimum setbacks for the Division within which the RV is being temporarily occupied
- 2.10 There shall be no manufacturing permitted upon a platted parcel without approval of the Board.
- 2.11 The type of business to be transacted on any commercial platted parcel must be approved by the Board.
- 2.12 Discharge of firearms and fireworks is prohibited.

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- 2.13 Trail bikes and all motorized recreational equipment, licensed in accordance with state and county regulations, may be operated on designated roadways and driveways, but are prohibited in the dune areas and on platted parcels.
- 2.14 Rentals are a minimum of 30 days.
 - 2.14a Owners who use their property for long term rentals shall:
 - 1) Require renters to sign a written rental/lease agreement containing a provision requiring compliance with Surfside covenants and including a current copy of Surfside covenants as an exhibit to the rental/lease agreement.
 - 2) Notify the Association office of renter's name and contact information within 10 days of commencing rental or of any change of resident.
 - 2.14b Owners bear first and primary responsibility for compliance to Surfside covenants and shall cause renters to comply with Surfside covenants. Failure to cause compliance may result in enforcement action against the owner. Renters are responsible for complying with Surfside restrictive covenants and may also be subject to enforcement action.
- 2.15 Commercial Use
 - 2.15a The Community-Commercial and R-3 zones of Surfside Estates are intended to provide goods and services for members, provide for amenities and recreational activities, provide business locations for residents, and to serve as a center for the community. Allowable business activities are more narrowly defined than in County zoning ordinances. The Board may grant or deny permission to develop a business based on any of the following criteria. Businesses shall:
 - 1) Comply with all governmental regulations
 - 2) Be compatible with Surfside covenants
 - 3) Be consistent with environmental impact as described in Section 2.4 of the Surfside covenants
 - 4) Provide goods or services to members
 - 5) Provide optimal use of the limited commercial resource
 - 6) Promote, be compatible with, or not adversely affect the existing business community or residences
 - 7) Be architecturally consistent with the character of a coastal, residential, and recreational community
 - 8) Attract a clientele consistent with the coastal, residential, and recreational interests of the community
 - 9) Promote the usefulness, character, and attractiveness of the area as a center of the community
 - 10) Be consistent with the other criteria which the Board may develop from time to time
 - 2.15b Any change of use by current or future owners must be consistent with the above criteria and receive Board approval.
 - 2.15c Preliminary Approval for Use
 - Prior to submission of final plans to the Architectural Committee, owners and developers may obtain a preliminary approval for use by submitting a preliminary proposal addressing design and use considerations to the Architectural Committee. The Architectural Committee shall review the preliminary proposal, make comments and recommendations, and forward the preliminary proposal to the Board for consideration. The Board shall approve, disapprove, or remand the preliminary proposal to the owner or developer for further modification. Granting a preliminary approval for use does not relieve owners or developers of the obligation to meet all other standards and obtain final approval.
- 2.16 Tree heights shall conform to the same maximum heights as the building established in Exhibit "A" of the covenants.
 - 2.16a Height limitations of 35' in Exhibit A do not apply to trees on applicable lots.
- 2.17 Lighting and Exterior Signs. Except as otherwise specified in this Section 2.17, all exterior lighting, including, but not limited to, parking lot lighting and lighted signs, must be

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designed, installed and/or shielded so that the bulb or other source of the lighting is not visible beyond the property line of the parcel upon which the lighting is located. Exceptions to this requirement are as follows:

- 2.17a Holiday and similar low wattage decorative lighting may be displayed on a parcel so long as it does not cause a nuisance or unreasonably interfere with use on any other property.
 - 2.17b Safety and emergency lighting required by federal, state, or local law is permitted so long as such lighting complies with the requirements of this Section 2.17 to the maximum feasible extent consistent with applicable law.
 - 2.17c Existing sources of lighting which do not comply with the provisions of this Section 2.17 must be brought into conformance with the provisions of this section upon the earlier to occur of substantial repair, modification or reconstruction of that lighting or sale of the property upon which the lighting is located.
 - 2.17d The Board may adopt rules and procedures to implement this section.
- 2.18 Unless approved by the Board, staging and storage of construction equipment is only allowed on a parcel during active construction.

3.0 RESTRICTIONS ON TYPE OF STRUCTURES PERMITTED:

- 3.1 Usage – The following usages are permitted on platted parcels listed in Exhibit B of these Covenants. All construction proposals shall be submitted to the Architectural Committee. All commercial and multi-family construction proposals must be approved by the Board.
- 3.1a Single family residences, excluding mobile/manufactured homes are permitted on all platted parcels listed in Exhibit B of these covenants (see also Section 3.1e).
 - 3.1b Mobile/Manufactured units are only permitted on the following platted parcels listed in Exhibit B of these covenants (see also Section 3.1e):
 - Division 8:
 - Block 5, Platted Parcels 1-20 inclusive
 - Block 6, Platted Parcels 1-20 inclusive
 - Division 14:
 - Block 4, Platted Parcels 3-16 inclusive
 - Block 5, All Platted Parcels
 - Block 6, All Platted Parcels
 - Block 7, All Platted Parcels
 - Block 8, All Platted Parcels
 - Block 9, Platted Parcels 1-9 inclusive
 - Block 10, Platted Parcels 1-10 inclusive
 - Division 15:
 - Block 2, Platted Parcels 18-28 inclusive
 - Block 3, Platted Parcels 1-17 inclusive
 - Block 4-9 inclusive, All Platted Parcels
 - Division 16:
 - All Blocks, All Platted Parcels
 - Ocean Crest:
 - All Blocks, All Platted Parcels
 - Sunny Slopes:
 - All Blocks, All Platted Parcels
 - Ocean Woods:
 - All Blocks, All Platted Parcels
 - Ocean Villa:
 - All Blocks, All Platted Parcels
 - Seadunes:
 - All Blocks, All Platted Parcels
 - Beach Addition:
 - All Blocks, All Platted Parcels

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- 3.1c Multifamily residences are only permitted on the following platted parcels listed in Exhibit B of these covenants and require Board approval (see also Section 3.1e):
 Division 5: All Platted Parcels
 Division 6: All Platted Parcels
 Division 12:
 Block 1, Platted Parcels 8-13 inclusive
 Block 1, Platted parcels 14-19 inclusive
 Block 2, Platted parcels 1-6 inclusive
 Block 7, All Platted Parcels
 Block 8, Platted Parcels 1-20 inclusive
 Division 14:
 Block 2, Platted Parcels 1-26 inclusive
 Division 17:
 Block 1, Platted parcels 2-8 inclusive
 Platted parcels 26-32 inclusive
 Platted parcels 44-54 inclusive
 Block 2, Platted parcels 1-8 inclusive
 Division 18:
 Block 4, All Platted Parcels
 Tract B
 Tract C
 Tract D
- 3.1d Commercial uses are only permitted on the following platted parcels listed in Exhibit B of these covenants and require Board approval (see also Section 3.1e):
 Division 5: All Platted Parcels
 Division 6: Blocks 2-5 inclusive, All Platted Parcels
- 3.1e Table 1 below summarizes the provisions of Sections 3.1a through 3.1d and is explicitly made a part of these covenants. Should there be any contradiction between the provisions in Section 3.1a through 3.1d and Table 1, Sections 3.1a through 3.1d shall prevail.
- 3.1f Accessory Uses are permitted on each platted parcel. Such accessory uses shall conform to provisions of Sections 4.10, 4.11, and 4.12.

Table 1

Division	Block	Platted Parcel	Single Family?	Mobile / Manufactured?	Multi-Family?	Commercial?
1	All	All	Y	N	N	N
2	All	All	Y	N	N	N
3	All	All	Y	N	N	N
4	All	All	Y	N	N	N
5	All	All	Y	N	Y	Y
6	1	All	Y	N	Y	N
6	2-5	All	Y	N	Y	Y
7	All	All	Y	N	N	N
8	1	1-14	Y	N	N	N
8	1	15	NA	NA	NA	NA
8	2	All	Y	N	N	N
8	3	All	Y	N	N	N
8	4	All	Y	N	N	N
8	5	All	Y	Y	N	N
8	6	All	Y	Y	N	N

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Division	Block	Platted Parcel	Single Family?	Mobile / Manufactured?	Multi-Family?	Commercial?
8	7	All	Y	N	N	N
8	8	All	Y	N	N	N
9	All	All	Y	N	N	N
10	All	All	Y	N	N	N
11	All	All	Y	N	N	N
12	1	1-7	Y	N	N	N
12	1	8-13	Y	N	Y	N
12	1	14-19	Y	N	Y	N
12	2	1-6	Y	N	Y	N
12	2	7-15	Y	N	N	N
12	3	All	Y	N	N	N
12	4	All	Y	N	N	N
12	5	All	Y	N	N	N
12	6	All	Y	N	N	N
12	7	All	Y	N	Y*	N
12	8	All	Y	N	Y*	N
13	All	All	Y	N	N	N
14	1	All	Y	N	N	N
14	2	All	Y	N	Y*	N
14	3	All	Y	N	N	N
14	4	1-2	Y	N	N	N
14	4	3-16	Y	Y	N	N
14	5	All	Y	Y	N	N
14	6	All	Y	Y	N	N
14	7	All	Y	Y	N	N
14	8	All	Y	Y	N	N
14	9	1-9	Y	Y	N	N
14	9	10-13	Y	N	N	N
14	10	1-10	Y	Y	N	N
14	10	11-16	Y	N	N	N
15	1	All	Y	N	N	N
15	2	1-17	Y	N	N	N
15	2	18-28	Y	Y	N	N
15	3	1-17	Y	Y	N	N
15	3	18-19	Y	N	N	N
15	4	All	Y	Y	N	N
15	5	All	Y	Y	N	N
15	6	All	Y	Y	N	N
15	7	All	Y	Y	N	N
15	8	All	Y	Y	N	N
15	9	All	Y	Y	N	N
16	All	All	Y	Y	N	N

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Division	Block	Platted Parcel	Single Family?	Mobile / Manufactured?	Multi-Family?	Commercial?
17	1	1	Y	N	N	N
17	1	2-8	Y	N	Y	N
17	1	9-25	Y	N	N	N
17	1	26-32	Y	N	Y	N
17	1	33-43	Y	N	N	N
17	1	44-54	Y	N	Y	N
17	2	1-8	Y	N	Y	N
17	3	All	Y	N	N	N
17	4	All	Y	N	N	N
17	5	All	Y	N	N	N
17	6	All	Y	N	N	N
17	7	All	Y	N	N	N
17	8	All	Y	N	N	N
18	1	All	Y	N	N	N
18	2	All	Y	N	N	N
18	3	All	Y	N	N	N
18	4	All	Y	N	Y	N
18	Tract B		Y	N	Y	N
18	Tract C		Y	N	Y	N
18	Tract D		Y	N	Y	N
19	All	All	Y	N	N	N
20	All	All	Y	N	N	N
Ocean Crest	All	All	Y	Y	N	N
Sunny Slopes	All	All	Y	Y	N	N
Ocean Woods	All	All	Y	Y	N	N
Ocean Villa	All	All	Y	Y	N	N
Seadunes	All	All	Y	Y	N	N
Beach Addition	All	All	Y	Y	N	N
Surfview	All	All	Y	N	N	N
* May also be subject to more restrictive County zoning regulations						
Y = Yes (Permitted) N = No NA = Not Addressed						

3.2 Setbacks

- 3.2a Except as listed in subsections 3.2d and 3.2e of these Covenants, no structure may be located closer than 10 feet to the front property line or rear property line of the property upon which the structure is located. In addition, no structure may be located further west than 10 feet east of the Line of Upland Ownership as originally shown on the plat that created the property or the platted portion of the property. No structure may be constructed or maintained anywhere west of that Line of Upland Ownership.
- 3.2b No structures in Division 1 through 20 of the plats of Surfside Estates and the plats of Ocean Crest, Sunny Slopes, Ocean Woods, Ocean Villa, Seadunes, Beach Addition, and Surfview shall be constructed closer than five (5) feet to the side property line.

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- 3.2c For corner parcels, no structures shall be constructed closer than ten (10) feet to side property line abutting the road right-of-way. Front line determination for corner parcels will require Pacific County Building/Engineering Department verification.
- 3.2d The following platted parcels are allowed a minimum setback of five (5) feet from the front property line.
 - Division 2:
 - Blocks 1-3 inclusive, All Platted Parcel
 - Division 3:
 - Block 3, Platted Parcels 1-13 inclusive
 - Blocks 4-7 inclusive, All Platted Parcels
 - Division 4:
 - Block 2, Platted Parcels 1-10 inclusive
 - Block 6, Platted Parcels 1-12 inclusive
 - Block 7, Platted Parcels 1-4 inclusive
 - Division 7:
 - Block 1, Platted Parcels 1-6 inclusive
 - Block 2, Platted Parcels 1-8 inclusive and 17- 23 inclusive
 - Block 3, Platted Parcels 1-6 inclusive
 - Division 9:
 - Block 10, Platted Parcels 5-11 inclusive
 - Block 11, Platted Parcels 1-11 inclusive
- 3.2e The following platted parcels require a 20-foot setback from the front property line.
 - Division 20:
 - Block 1, Platted Parcels 2-6 inclusive, 41-43 inclusive and 45
 - Tract A, Block 2, Platted Parcel 1
- 3.2f No structure, including fences, shall be constructed within 25 feet from the edge of the canals, lakes, or waterways within Surfside Estates.
- 3.3 Height Limitations
 - 3.3a Generally all single-family residences shall not exceed sixteen (16) feet in height. Specific exceptions to the 16-foot restriction are detailed by Exhibit "A" of these covenants.
 - 3.3b In additions abutting Surfside, which are served under Surfside water contracts, and not listed in Exhibit "A" of these covenants, the building height and other restrictions in that addition shall be determined by that allowable for adjacent Surfside platted parcels.
 - 3.3c Height limitations governing multi-family residences and all commercial structures shall be determined on a case-by-case basis by the Surfside Architectural Committee (hereinafter called the Committee), subject to approval by the Board.

4.0 RESTRICTION REGARDING CONSTRUCTION:

The provisions of these covenants are not intended to prevent the use of any material, alternate design, or method of construction not specifically prescribed by these covenants. The Architectural Committee shall require that sufficient evidence be submitted to substantiate any claims that may be made regarding its use.

- 4.1 Plan submission, review, inspection, and enforcement
 - 4.1a Plans and specifications for all new structures, including changes to the existing exterior structure configuration, shall be submitted, in duplicate, to the Architectural Committee for approval prior to submission to Pacific County for developmental approval.
 - 4.1b In complying with Subsection 4.0 of the Restrictive Covenants, the following steps shall be followed:
 - 4.1b.1 Owners shall submit to the Architectural Committee two sets of plans and specifications in a form satisfactory to the Architectural Committee, showing: foundation layout, floor plan, elevation views, plot plan showing exact location of all structures and property line setbacks, septic tank and

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- drain field, and domestic water line on the platted parcel, structure height, and specifications in sufficient detail to establish type, style, and quality of construction and the general appearance of the exterior of the structure.
- 4.1b.2 The Architectural Committee shall, using a checklist approved by the Board, review the plans and specifications together with the plot plan to determine whether the proposed construction will conform with the requirements of the restrictive covenants. The applicant shall certify that all provisions of the covenants are met or identify those for which a variance is required.
- 4.1b.3 Plans for multi-family residences and commercial structures are to be reviewed by the Architectural Committee, and such plans and committee recommendations are to be presented to the Board which shall have the authority to approve or reject plans.
- 4.1b.3.1 The Board shall adopt and amend from time to time, criteria for evaluation of such multi-family and commercial structures.
- 4.1b.4 Written approval or rejection of plans and specifications shall be given by the Architectural Committee. Approval will be so indicated by the signed and dated signatures of a majority of the Architectural committee members present. Such approval will expire two (2) years from the date of approval. If the exterior is incomplete or the owner has failed to properly dispose of construction debris within one year, an extension shall be requested from the Architectural Committee. Upon completion of the exterior and proper disposal of construction debris and refuse, the owner must notify the Architectural Committee.
- 4.1b.5 Variance requests and other matters as provided for in these covenants shall be submitted through the Architectural Committee for recommendation prior to submission to the Board.
- 4.1b.6 Changes to submitted and/or approved plans concerning exterior design, structure, or height shall be re-submitted to the Architectural Committee for approval prior to construction.
- 4.1b.7 The Architectural Committee or Board, or their designated representatives, may at any time inspect construction in progress for the purpose of determining whether it complies with the plans and specifications approved by the Architectural Committee and/or Board. If such inspection finds non-compliance with the approved plans and specifications, the Architectural Committee or Board, or its representative, may issue stop work orders and/or require compliance.
- 4.1b.8 The owner must notify the Architectural Committee when the exterior has been completed and the site is free of construction debris and refuse.
- 4.1b.9 Upon notification by the owner of the exterior completion of the structure and clean-up, the Architectural Committee or its designated representatives shall make a final inspection to determine conformance to approved plans and compliance with these covenants. In the event of a non-conformance or non-compliance determination, the owner shall be required to submit "as built" plans and request approval, correct the non-compliant situation, or face legal action provided for elsewhere in these covenants.
- 4.1b.10 Decisions of the Architectural Committee may be appealed to the Board by members of the Association.
- 4.1b.11 After the building has been completed and the Architectural Committee has made final inspection and has determined compliance, the building plans will be held for a three (3) year period and upon notification from the Homeowners Office, may be picked up. Plans, if not picked up within three (3) months of notification, will be destroyed.

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- 4.1b.12 It is the responsibility of property owners or their agent(s) to assure that any construction complies with the covenants – even if plans have been approved by the Architectural Committee.
- 4.2 Obtaining approval from the Architectural Committee (or the Board where required) does not relieve the applicant from obtaining all necessary permits from, and complying with, all applicable codes.
- 4.2a Power and all utilities for new construction must be installed underground from the source to the structure.
- 4.2b All reconnections which Pacific County PUD #2 has deemed an abandoned service (i.e., wires and/or meter removed) shall be reconnected only underground.
- 4.2c All upgrades of electrical service (i.e., 100 amp to 200 amp) shall only be reconnected underground.
- 4.3 Water and Sewage Requirements:
- 4.3a Where Surfside water is supplied, plans for the placement of any underground sprinkler system, swimming pool, fishpond, hot tub, etc., must be submitted through the Surfside office and have Water Superintendent or designee approval and be equipped with a state approved backflow preventive mechanism that conforms with applicable county and state regulations. Cross connections shall not be allowed.
- 4.3b Surfside shall not provide water service to any structure if any portion of the structure is within 10 feet of, or anywhere west of, the Line of Upland Ownership as originally shown on the plat that created the property or the platted portion of the property. Surfside shall not approve any sanitary waste disposal system for any structure if any part of that structure is within 10 feet of, or anywhere west of, the Line of Upland Ownership as originally shown on the plat that created the property or the platted portion of the property,
- 4.3c All sanitary wastes shall be disposed of by septic tanks and drain fields, or by sewer systems approved by applicable county and/or state agencies. The request for and the placement of a septic tank and drain field shall be first submitted, in plot plan form, to the Surfside Water/Field Service Department for review. Upon review by the Water/Field Services staff, the applicant must then submit the plot plan to the applicable county and/or state agencies for final approval. A copy of the approved septic and drain field plan shall be retained in the Surfside Business Office
- 4.3d No septic tank, drain field system, or structure shall be installed or constructed within one hundred (100) feet of the nearest well of Surfside Homeowners Association.
- 4.3e Individual private wells on platted parcels provided with Surfside water are not permitted.
- 4.4 Foundations:
- 4.4a Foundations of all family residences and commercial structures shall be concrete and continuous in nature, except mobile (manufactured) homes and post-frame construction. Note: the following exceptions apply:
- 4.4b Glassed-in decks or covered entry decks, which are not structural wall house additions and meet requirements of county building codes, may be constructed without continuous concrete foundations.
- 4.4c A continuous concrete foundation may not be required where an addition to an existing structure is to be built on a steep slope. Plans submitted must be engineered and bear the seal of a licensed engineer or architect and meet requirements of applicable building codes for foundations not continuous in nature.
- 4.5 Construction Materials:
- 4.5a The use of new materials on all exterior structures will be required. Used brick will be permissible.
- 4.5b Framing materials shall consist of wood, metal, building blocks, or concrete.

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- 4.5c Roofing materials shall consist of 3-tab composition, 3-tab fiberglass, tile, wood shakes, wood shingles, or metal. Hot or cold mop types of roofing, as well as torchdown types of roofing, may be used.
- 4.5d Siding materials may consist of wood, vinyl, brick, concrete panels, planking and others as approved.
- 4.6 Minimum square footage:
- 4.6a All single story residences must have a minimum of 900 square feet main indoor living area, not including garages, carports, and patios. This requirement may be waived by the Architectural Committee and approved by the Board in case of unusual topography or size of the platted parcel.
- 4.6b Multiple story residences must have a minimum of 700 square feet of main indoor living area on one floor, not including garages, carports and patios.
- 4.7 Height:
- 4.7a All construction must adhere to Exhibit "A" regarding heights.
- 4.8 Fences:
- 4.8a Fence height shall not exceed six (6) feet from grade, and the cumulative height of the grade and height of the fence shall not exceed the height restrictions of the given parcel as referenced in Exhibit A and must have prior approval by the Architectural Committee.
- 4.8b A fence, hedge, or other vegetation on a corner platted parcel, abutting the street, shall not exceed a height of three (3) feet for a distance of twenty (20) feet from the corner at the intersection.
- 4.8c Barbed wire, chicken wire, hog wire, single wire, single cable, and electrified fences, or other non-residential fencing materials, are not permitted.
- 4.8d EXCEPTION: The following lots may have a Golf Ball Netting Structure erected on the property, with the approval of the Architectural Committee.
Division 08: Block 03 lots 1-18
Division 13: Block 05 lots 1-33
DEFINITION: Golf Ball Netting Structure – Golf Ball Netting Structure is a structure consisting of two or more poles and approved ball barrier netting to prevent golf balls from entering a member's property.
- 4.9 Mobile (manufactured) Units:
- 4.9a All Surfside and Pacific County regulations apply; except that installation shall be completed within 90 days of delivery on site.
- 4.10 Garages and Carports:
- 4.10a Garages and carports shall conform to the same building materials (including roofing and siding) as approved for the residence. See Section 4.4 and 4.5
EXCEPTION: Alternative materials may be permitted if one or more of the following criteria apply:
- The proposed material is as close a match as is reasonably possible and practical because the original material is no longer available or not recommended for the prescribed application.
 - The proposed material is considered to be the best possible solution under the circumstance in an ever changing and improving product environment.
 - Adding an architectural element to an existing home as part of a planned remodel, i.e., brick or stone fascia, etc.
 - Where there is a prevalence of like structures in the same division where the new structure is proposed.
- 4.10b Garages and carports shall be built only as an accessory structure to a primary residential structure, shall not be constructed prior to such primary residential structure, and shall not be approved without prior or concurrent approval of the primary residential structure.
- 4.11 Storage Sheds: Each lot (or adjoining lot complying with the standards of Section 4.1) containing a single-family residence or multi-family residence may contain up to three storage sheds that comply with the provisions and approval requirements of this Section

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- 4.11. Each lot (or adjoining lot complying with the standards of Section 4.1) not containing a single-family residence or multi-family residence may contain one storage shed that complies with the provisions and approval requirements of this Section 4.11. The property owner shall submit a storage shed application to, and must receive approval from, the Architectural Committee before starting construction (or placement) of the storage shed. All storage sheds must meet the following requirements:
- a. All storage sheds must meet applicable setback requirements of Section 3.2 and be in an appropriate location on the lot, as determined by the Architectural Committee.
 - b. All storage sheds must be constructed of materials in conformance with Section 4.5.
 - c. No storage shed may be larger than 120 square feet when measured at exterior base nor exceed 10 feet in height measured from the exterior base to the highest point of the roof, not to exceed the maximum height restriction of the lot.
 - d. No storage shed may be placed on a permanent foundation. Storage sheds must be placed on pier blocks, skids, or other similar non-permanent supporting bases, not to exceed 12 inches from the ground.
 - e. Storage sheds may contain eaves that do not extend more than 18 inches beyond the exterior wall of the storage shed. No structures, including, but not limited to, decks, lean-tos, garages, shops, patios, carports, other sheds, or RV covers, may be attached to or adjoin a storage shed.
 - f. No storage shed may contain plumbing fixtures or lines, either supply or waste.
 - g. Storage sheds may be used for storage of materials only. Storage sheds may not be used as living quarters, sleeping areas or otherwise for human habitation.
- 4.11a A construction storage unit is allowed for a maximum time frame of 1 year provided; it's not placed within the required setbacks, no higher than 10' maximum, 250 square feet maximum, no living quarters, no plumbing and a Pacific County construction permit must be in place.
- 4.12 Structures on Adjoining Lots
- 4.12a Lots shall be considered to be adjoining (e.g., contiguous or coterminous) lots if a common boundary exists of at least 20 feet except that lots that are separated by a right-of-way, pedestrian or other easement, will not be considered adjoining lots.
- 4.12b When an applicant proposes to construct a primary residence on one lot and an accessory structure on an adjoining lot, the Board shall require, as a condition for approval, that a Site Development Covenant be entered into between the owner and the Association which prevents the future individual sale of each property. Such covenant shall be filed with the County.
- 4.12b.1 A Site Development Covenant may be dissolved if the accessory building is removed, and the parcel is returned to its undeveloped condition.
- 4.13 Gazebo/Pergola
- 4.13a A Gazebo or Pergola (see definition 1.19) is allowed within Surfside Estates provided it has been approved by the Architectural Committee and meets the following requirements:
- a. Gazebos and Pergolas are structures, a maximum of one structure per undeveloped lot applies, excluding fences, and must be temporary in nature and used only for residential purposes.
 - b. Shall not exceed two hundred (200) square feet and ten (10) feet in height, not to exceed the maximum height restriction of the lot.
 - c. Must follow all setbacks, including the 25-foot buffer along the waterways.
 - d. Shall be open on all sides or screened with lattice.
 - e. May be placed on pier blocks, skids, or other similar non-permanent supporting bases, not to exceed 12" from the ground.
 - f. Shall not contain any type of plumbing.
 - g. Must comply with Pacific County requirements for like structure.
- 4.13b Construction of a cover over a deck or patio requires a building permit and must meet setbacks. Shade structures, such as pergolas or arbors, where the roof is not solid, may be exempt from a building permit but must still meet setbacks.

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4.14 Greenhouse

- 4.14a A greenhouse (see definition, 1.20) is allowed within Surfside Estates provided it has been approved by the Architectural Committee and meets the following requirements:
- a. A greenhouse is considered a structure, a maximum of one structure per undeveloped lot applies, excluding fences and must be temporary in nature.
 - b. Shall not exceed two hundred (200) square feet and ten (10) feet in height, not to exceed the maximum height restrictions of the lot.
 - c. Must follow all setbacks, including the 25-foot buffer along the waterways.
 - d. May be placed on pier blocks, skids, or other similar non-permanent supporting bases, not to exceed 12 inches from the ground.
 - e. Materials used for "temporary growing structure" has the sides and roof completely covered with polyethylene, polyvinyl, or similar flexible synthetic material. "Transparent" (item 1.20) means any glass, fiberglass, plastic, etc. structure.
 - f. This structure may not be used for human habitation, or storage of items not directly related to the purpose of the building as stated in the definition, 1.20.
 - g. Must comply with Pacific County requirements for like structure.
- 4.14b The Surfside gazebo, pergola, greenhouse building application packet and accompanying Pacific County guidance may be found at [Gazebo/Pergola, Greenhouse Application \(https://www.surfsideonline.org/wp-content/uploads/2021/05/20210526105946474.pdf\)](https://www.surfsideonline.org/wp-content/uploads/2021/05/20210526105946474.pdf).

5.0 OWNER'S RESPONSIBILITIES:

- 5.1 Members shall have the right and responsibility to report any violations of Restrictive Covenants. Forms for reporting are available at the Association office.
- 5.2 Owners shall maintain the improvements on their premises and the grounds of such premises in a neat and attractive manner. Property owners shall keep the exterior of improvements on their premises in a good state of repair and appearance.
- 5.3 Owners shall restrict the height of trees and vegetation. Tree and vegetation heights shall be determined by the maximum height of a structure which may be built on that property, as shown in Exhibit "A" of the covenants. See restrictive covenant enforcement Section 6.0.
- 5.4 Owners shall be responsible for keeping their platted parcel free of gorse, tansy ragwort and other noxious weeds.
- 5.5 When the natural ground condition of any platted parcel is disturbed because of excavating, construction, landscaping, running surface water, or wind, ground surface cover must be re-established to prevent ground soil erosion. Should an erosion condition develop or exist because of any of the above reasons, and is not sufficiently controlled by owner, the Association may take any necessary steps to safeguard ground surface control and levy incurred charges against the owner.
- 5.6 Owners shall maintain the banks and plantings on or near shorelines in a well-groomed manner, and shall not permit trash, waste materials, construction debris, or any other materials to reach the waterways. Owners shall take reasonable steps to prevent fertilizers, nutrients, and pesticides from reaching waterways. The Board may adopt policies related to the protection of Surfside waterways
- 5.7 During and following construction, contractor and/or owner shall keep platted parcels free of construction debris and refuse.
- 5.8 Owners shall use their platted parcels in such a manner so as not to interfere with the health, safety, and comfort of other property owners. Intrusive lighting, noise, including loud, amplified music, boisterous parties, and smoke from fires that unreasonably interferes with others' enjoyment of life and property are not permitted.
- 5.8a Any loud noise which occurs between the hours of 10 pm and 7 am shall be considered "noise pollution." Exceptions include emergency signaling devices, external intruder alarms (such alarms must terminate in no more than 20 minutes), and performance of emergency work.

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- 5.9 Operation of motor vehicles without proper noise muffling systems is prohibited within Surfside Estates.
 - 5.10 It shall be the duty of each owner to promptly notify the Association of any change of ownership and/or change of address of any owner.
 - 5.11 Environmental pollution shall not be permitted. Environmental polluters include those who violate any environmental provisions of these covenants, as well as violators of local, regional, county, state, or federal environmental laws and regulations.
 - 5.11a Whenever Surfside becomes aware of a violation of environmental laws or regulations, not specifically addressed in the Surfside covenants, it shall refer the alleged violation to the appropriate local, county, regional, state, or federal agency.
 - 5.12 The Board may adopt water conservation measures to assure adequate supply to all members and to comply with regulatory requirements. Owners shall be required to comply with such measures.
 - 5.13 It shall be the duty of each owner to ensure that the correct street address is posted in an appropriate manner on his property, for public health and safety purposes.
 - 5.14 Pets and their behavior are the responsibility of the owner and shall be maintained in such a manner as not to adversely affect others. Dogs are to be confined to the owner's property or kept on leash. Excrement dropped while on leash is to be cleaned up immediately. Incessant or prolonged intermittent barking is prohibited. Animals whose behavior threatens members of the public are prohibited and the Association may direct the owner to permanently remove the animal from any lot in Surfside Estates. (See also Section 2.3)
 - 5.15 For those parcels which include land west of the Line of Upland Ownership as originally established in the plat that created the property or the platted portion of the property, the Owner shall remove vegetation that, when mature, could impede firefighting apparatus in areas west of that Line of Upland Ownership.
 - 5.16 The Board shall determine, and adopt as Board policy, the method by which it shall enforce this Section (5.0).
- 6.0 RESTRICTIVE COVENANT ENFORCEMENT:
- 6.1 General. This Section 6 establishes the general mechanism for enforcing these covenants. The Board may adopt procedures, policies, and methods to implement these enforcement provisions. The Association may enforce the covenants through any one or more of the methods authorized by this Section 6 or in any other manner available in law or in equity.
 - 6.2 Compliance Required. All members shall comply with these covenants. All persons occupying, using and/or coming on any of the parcels shall comply with these covenants. The owner is responsible for compliance with these covenants by the owner; by the owner's family members, guests, tenants, licensees, and invitees; and by all other persons coming on to the owner's parcel or other areas subject to these covenants at the request or with the consent of the owner.
 - 6.3 Reports, Investigations and Determinations of Non-Compliance.
 - 6.3a Any member, employee or other person may report alleged violations of these covenants to the Association office.
 - 6.3b Upon receipt of a complaint of an alleged violation, the personnel (employees, members, or others) designated by the Board for such purposes shall investigate the matter and make a preliminary determination regarding whether a violation exists. This investigation and determination may include, as the investigating personnel deems appropriate, inspecting the parcel, speaking with persons with relevant information and/or such other techniques as the person deems appropriate under the circumstances. The investigating personnel may, but is not required to, informally contact the owner allegedly in violation to see if the matter can be informally resolved.
 - 6.3c If the investigating personnel determines that no violation exists, a letter will be sent to any person who submitted a written complaint regarding the alleged violation if that person provided their name and address.

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- 6.3d If the investigating personnel determines that a violation exists, a letter will be sent to the owner which includes the following information:
- a) a description of the violation.
 - b) a time limit of not more than twenty-one (21) days, except in the case of extenuating circumstances to correct the violation.
 - c) a statement that the determination that a violation exists may be appealed to the Appeal Process (defined below) within twenty-one (21) days of the date of the letter; and
 - d) a statement that, if the determination that a violation exists is not appealed, such violation will be deemed to exist.
- 6.4 Fines. The Association may impose fines for violation of these covenants consistent with a schedule of fines adopted by the Board. The Board may establish procedures regarding fines, and appoint personnel (members, employees, or others) with the authority to impose fines. If a fine is imposed, a letter will be sent to the owner subject to the fine which includes the following information:
- a) the amount of the fine.
 - b) the reason for the fine.
 - c) a statement that the fine may be appealed to the Appeal Process (defined below) within twenty-one (21) days of the date of the letter; and
 - d) a statement that, if the fine is not appealed, it will be deemed to be valid and will constitute a lien on the owner's parcel.
- 6.5 Stop Work Orders. The Association may issue stop work orders to enforce these covenants where this is appropriate to protect the health, welfare or safety of members or members' property or where such action is necessary to prevent further imminent violations of the covenants. The Board may establish procedures and designate personnel (members, employees, or others) for issuance of stop work orders. If a stop work order is issued, a letter will be sent to the owner subject to the order which includes the following information:
- a) a statement of what actions are prohibited and/or required by the order.
 - b) a statement of the fine and/or other consequence of violating the order.
 - c) a statement that the order may be appealed to the Appeal Process (defined below) within fifteen (15) days of the date of the letter; and
 - d) a statement that the order and the consequences for violating the order will be deemed valid unless the order is appealed.
- In addition to sending this letter, the Association may use any other mechanism to provide the letter, and/or the information in the letter, to the owner. The failure of the Association to issue a stop work order is not a defense to other enforcement action by the Association and does not in any way affect the right of the Association to enforce these covenants.
- 6.6 Letters. Any letter sent to an owner under subsections 6.3d, 6.4 or 6.5 shall be sent by first class, registered or certified mail, return receipt requested, to the most recent address for that owner provided to the Association or, if the Association does not have another address, to the address for the owner shown in the Pacific County tax records or the address of the parcel.
- 6.7 Failure to Appeal. If an owner fails to timely appeal a fine or a determination that a violation exists, the violation shall be deemed to exist and any fine imposed will be deemed valid, final, and enforceable. If an owner fails to timely appeal a stop work order, the validity of that stop work order shall be deemed established and any act or omission in violation of the stop work order shall be deemed a violation of these covenants.
- 6.8 Appeals.
- 6.8a Any member may appeal any determination, fine or order under 6.3, 6.4, and 6.5 of these covenants by filing a Notice of Appeal within twenty-one (21) days of the date of the letter containing such determination, fine or order. The letter of appeal must include the following information:
- a) the name of the appellant filing the appeal.
 - b) contact information for the appellant, including address, telephone number and facsimile and e-mail information if available.

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- c) a statement identifying precisely what is being appealed.
 - d) an explanation, including relative facts, explanation, etc. of why the appellant believes the determination is wrong; and
 - e) a statement of what relief the appellant is requesting.
- The letter of appeal may also request an opportunity to be heard by the Appeal Process (defined below).
- 6.8b Members may appeal a stop work order, fine, or determination of non-compliance directly to the Board.
 - 6.8c The Board shall establish procedures for hearing appeals which shall insure:
 - 6.8c.1 Appeals are heard in a timely manner.
 - 6.8c.2 The appealing party, representatives, and others with interests in the case are heard.
 - 6.8c.3 The party determining non-compliance, representatives, and others with interests in the case are heard.
 - 6.8c.4 A determination on the merits of the appeal is reached in a timely manner.
 - 6.8c.5 The determination is communicated in writing to those parties involved in the appeal.
 - 6.8c.6 Rules regarding a hearing may limit time or determine relevance and admissibility of testimony to issues necessary to evaluate the merits of the alleged determination of non-compliance and the appeal.
 - 6.8d No person making a decision on the appeal shall be directly involved in issues regarding the appeal or have a conflict of interest.
 - 6.8e The Board or others designated by the Board, shall affirm, reverse, or modify the original determination of non-compliance.
 - 6.8f Decisions by the Board's designee shall be reviewed by the Board, which shall affirm, reverse, or modify the decision.
 - 6.8g Board determination of the meaning and application of covenants is considered the final authority regarding interpretation of covenants.
- 6.9 Judicial Enforcement. The Association may enforce these covenants by bringing an appropriate action in Pacific County Superior Court or other court with jurisdiction. The Association may seek any appropriate relief available in law or equity, including but not limited to, affirmative or negative injunction and authorizing the Association to cause work to be performed on a parcel to bring it into compliance with these covenants and charging all costs thereof to the owner of that parcel. All costs and expenses of the Association, including, but not limited to attorney's fees, in enforcing these covenants with respect to a parcel, shall be paid by the owner of that parcel.
- 6.10 Liens. All fines imposed by the Association; all costs of the Association in bringing a parcel into compliance with these covenants; and all fees and costs of the Association, including, but not limited to, attorney's fees, related to enforcement of these covenants shall be a lien on the parcel in violation of the covenants and each parcel owned by the owner whose actions or inactions gave rise to such fine or enforcement activity, which lien may be foreclosed in the manner of foreclosing a mortgage on real property in the state of Washington. All such sums may also be collected in any other manner allowed by law.
- 6.11 Emergency Authorization. The Board may establish policies and procedures and designate personnel (members, employees, or others) to grant emergency authorization to do work without obtaining the normal approval pursuant to these covenants, if such work is necessary to prevent imminent harm to persons or property.
- 6.12 Mediation Required. Before a member or other person may commence litigation against the Association with respect to any matter related to these covenants, the Articles of Incorporation or Bylaws of the Association or any action or failure to act by the Association that member or other person shall send a letter to the Association by first class certified or registered mail, return receipt requested, outlining the matter and shall participate, for a period of not less than sixty (60) days after mailing that letter to the Association, in mediation regarding the matter. Unless otherwise agreed to between the Association and

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member(s) and other person(s) participating in the mediation, such mediation shall be conducted by the Mediation and Settlement Center of Southwest Washington or other similarly qualified mediation organization.

- 6.13 No Waiver or Other Effect. Failure of the Association to enforce any of these covenants in any one or more instances does not constitute a waiver of that or any other portion of these covenants and does not affect the validity and enforceability of these covenants in any manner. All provisions of these covenants, and all rights of the Association under these covenants, remain in full force and effect regardless of any act or failure to act by the Association.

7.0 (RESERVED)

8.0 SEVERABILITY:

- 8.1 Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in effect.

9.0 AMENDMENT:

- 9.1 The Surfside Board retains the right to amend the Covenants from time to time in the future as it deems appropriate, notwithstanding the fact the Covenants may be adopted as county zoning.
- 9.2 The Board may amend these covenants in whole or part as specified in the Articles and By Laws; provided, however, that these covenants shall not be amended without prior notice and a hearing for the membership.
- 9.3 Notice of the proposed amendments shall be mailed to each member of record not less than thirty (30) days before the hearing date. The notice shall outline the nature of the proposed changes and the time and place of the hearing.
- 9.4 Enactment of a resolution by the Board approving an amendment after notice and hearing and its recordation with the Auditor of Pacific County, Washington shall constitute final action and amendment.

EXHIBIT "A"

SURFSIDE ESTATES RESTRICTIVE COVENANTS EXHIBIT "A": HEIGHT RESTRICTIONS OTHER THAN 16 FEET AMENDED AUGUST 16, 2014

Note: Previous "no limit" height limits are changed in 2007 to conform to County height limit of 35 feet; Division 6 height limits are set at 24 feet for all development for all blocks; and height limits are explicitly set for Seadunes, Ocean Villa, Beach Addition, and Surfview.

Note: All Parcels not specifically listed have a height limitation of sixteen (16) feet.

Division 1:	All Blocks,	All platted parcels, 24'
Division 3:	Block 3,	Platted parcels 4-6 inclusive, 28' Platted parcels 7-8 inclusive, 20' Platted parcels 9-13 inclusive, 28' Platted parcels 14-22 inclusive, 35'
	Block 4,	Platted parcels 1-3 inclusive, 28' Platted parcel 4, 20' Platted parcel 13, 24' Platted parcel 14-15 inclusive, 35'
	Block 5,	Platted parcels 1-11 inclusive, 28' Platted parcel 12, 24' Platted parcel 13, 20'
	Block 6,	Platted parcel 1, 20' above "I" Pl. Platted parcel 2, 35'
	Block 7,	Platted parcels 1-10 inclusive, 35' Platted parcels 11-12 inclusive, 20'
	Block 8,	Platted parcels 4-11 inclusive, 35'
Division 4:	Block 1,	All platted parcels, 24'
	Block 2,	Platted parcels 13-26 inclusive, 24'
	Block 3,	Platted parcels 10-15 inclusive, 24'
	Block 7,	Platted parcel 1, 35' Platted parcel 2, 24' Platted parcel 7, 20' Platted parcel 8, 28'
	Block 8,	Platted parcels 1-5 inclusive, 35'
	Block 9,	Platted parcels 1-13 inclusive, 35'
Division 5:		All platted parcels, 24'
Division 6:		All platted parcels, 24'
Division 7:	Block 2,	Platted parcels 5-23 inclusive, 35'
	Blocks 3-7	Inclusive, All platted parcels, 35'
Division 8:	All blocks,	All platted parcels, 35'
Division 9:	Block 1,	All platted parcels, 24'
	Block 2,	Platted parcels 1-8 inclusive, 24'
	Block 3,	Platted parcels 11-21 inclusive, 24'
	Block 8,	Platted parcels 1-7 inclusive, 20'
	Block 9,	Platted parcels 1-4 inclusive, 24' Platted parcels 5-7 inclusive, 20'
	Block 10,	Platted parcels 1-2 inclusive, 24' Platted parcels 5-11 inclusive, 35'
Division 10:	Block 11,	Platted parcels 1-11 inclusive, 35'
	Block 1,	All platted parcels, 24'
	Block 2,	Platted parcels 1-8 inclusive, 24'
	Block 3,	Platted parcels 1-14 inclusive, 24'
	Block 7,	Platted parcels 4-6 inclusive, 20' Platted parcels 7-12 inclusive, 24'

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Division 11:	Block 8,	Platted parcels 1-8 inclusive, 24'	
	Block 9,	Platted parcels 1-22 inclusive, 35'	
	Block 1,	All platted parcels, 24'	
	Block 2,	Platted parcels 1-6 inclusive, 24'	
	Block 3,	Platted parcels 11-24 inclusive, 24'	
Division 12:	Block 6,	Platted parcels 1-11 inclusive, 24'	
		Platted parcels 12-21 inclusive, 28'	
	Block 7,	Platted parcels 19-21 inclusive, 24'	
	Block 8,	Platted parcels 1-21 inclusive, 35'	
	Block 1,	Platted parcels 1-13 inclusive, 24'	
		Platted parcels 14-19 inclusive, 27'	
	Block 2,	Platted parcels 1-6 inclusive, 27'	
	Block 3,	Platted parcels 1-4 inclusive, 24'	
Division 13:	Block 4,	Platted parcels 1-6 inclusive, 24'	
	Block 7,	Platted parcels 1-10 inclusive, 24'	
Division 14:	Block 8,	Platted parcel 10, 22'	
		Platted parcels 11-20 inclusive, 35'	
Division 15:	All Blocks,	All platted parcels, 35'	
Division 16:	All Blocks,	All platted parcels, 35'	
Division 17:	All Blocks,	All platted parcels, 35'	
	Block 1,	All platted parcels, 24'	
	Block 3,	Platted parcels 1-7 inclusive, 24'	
	Block 4,	Platted parcels 1-7 inclusive, 24'	
		Platted parcels 18-36 inclusive, 24'	
	Block 6,	Platted parcels 3-6 inclusive, 24'	
		Platted parcel 11, 24'	
		Platted parcels, 45-50 inclusive, 24'	
	Block 7,	Platted parcel 3, 20'	
		Platted parcels 4-8 inclusive, 24'	
		Platted parcel 9, 20'	
	Division 18:	Block 8,	Platted parcels 4-27 inclusive, 35'
			Tract B, C, D, 24'
Block 1,		Platted parcels 3-15 inclusive, 24'	
		Platted parcels 18-22 inclusive, 24'	
Block 2,		Platted parcels 9-15 inclusive, 24'	
Division 19:	Block 3,	Platted parcels 7-15 inclusive, 24'	
		Platted parcels 26-36 inclusive, 24'	
		Platted parcel 24, 20'	
		Platted parcels 28-31 inclusive, 20'	
Division 20:		Platted parcels 33-50 inclusive, 24'	
	Block 4,	Platted parcels 52-55 inclusive, 24'	
	Block 1,	Platted parcels 14-40 inclusive, 24'	
		Platted parcel 4, 24'	
		Platted parcels 5-43 inclusive, 35'	
	Block 2,	Platted parcel 8, 24'	
		Platted parcels 11-12 inclusive, 24'	
		Platted parcels 15-16 inclusive, 24'	
		Platted parcels 19-20 inclusive, 24'	
		Platted parcels 23-24 inclusive, 24'	
		Platted parcels 27-28 inclusive, 24'	
	Platted parcel 31, 24'		
	Platted parcel 33, 20'		

EXHIBIT "A"

Ocean Woods:	All Blocks,	All platted parcels, 35'
Ocean Crest:		Platted parcels 16A, 17B-19 inclusive, 27'
Sea Dunes:		Both sides of G Street, 24'
	Block 1,	Lots 1-18; west side of G Street, 24'
	Block 2,	Lots 1-18; east side of G Street, 24'
Ocean Villa:	Block A,	Lots 25-48; east side of H Street, 24'
	Block A,	Lots 1-24; west side of I Street, 16'
	Block 3,	Lots 25-49; east side of I Street, 24' or the height at the east property line, whichever is lower.
	Block 3,	Lots 1-24; west side of I Street, 16'
	Block 4,	Lots 13-24; west side of K Place, 16'
	Block 5,	East side of K Place, 35'
Beach Addition:	All blocks,	All platted parcels, 35'
Surfview:		Lots 1-12, 35'
		Lots 13-20, 16'

EXHIBIT B

SURFSIDE ESTATES RESTRICTIVE COVENANTS EXHIBIT B: PROPERTIES TO WHICH THE COVENANTS ARE APPLICABLE

The Restricted Covenants of Surfside Estates as adopted and amended from time to time apply to all of the lots, tracts and other parcels within Divisions 1 through 20 of Surfside Estates in Pacific County, Washington as well as other lots, tracts and other properties in Pacific County, Washington to which the restrictive covenants of Surfside Estates have or will become applicable by contract, agreement, covenant, restriction, provision of water service, membership of the owner of such property in Surfside Estates Homeowners Association or through any other mechanism. The following is a non-exclusive list of the lots, tracts, and other properties to which said Restrictive Covenants apply:

- All lots, tracts, and other platted parcels in Divisions 1 and 3 of Surfside Estates, according to the plat thereof recorded in Volume H of Plats, pages 40-42, records of Pacific County, Washington, and any amendment or replatting thereof.
- All lots, tracts, and other platted parcels in Divisions 2 and 4 of Surfside Estates, according to the plat thereof recorded in Volume H of Plats, pages 45-47, records of Pacific County, Washington, and any amendment or replatting thereof.
- All lots, tracts, and other platted parcels in Divisions 5 and 6 of Surfside Estates, according to the plat thereof recorded in Volume H of Plats, pages 48-49, records of Pacific County, Washington, and any amendment or replatting thereof, including the replat of portions of said Divisions in the Plat of Surfview, according to the plat thereof recorded in Volume K of Plats, page 24, records of Pacific County, Washington.
- All lots, tracts, and other platted parcels in Division 7 of Surfside Estates, according to the plat thereof recorded in Volume H of Plats, pages 50-51, records of Pacific County, Washington, and any amendment or replatting thereof.
- All lots, tracts, and other platted parcels in Divisions 8 and 9 of Surfside Estates, according to the plat thereof recorded in Volume H of Plats, pages 52-54, records of Pacific County, Washington, and any amendment or replatting thereof.
- All lots, tracts, and other platted parcels in Division 10 of Surfside Estates, according to the plat thereof recorded in Volume H of Plats, pages 56-57, records of Pacific County, Washington, and any amendment or replatting thereof.
- All lots, tracts, and other platted parcels in Division 11 of Surfside Estates, according to the plat thereof recorded in Volume H of Plats, pages 60-61, records of Pacific County, Washington, and any amendment or replatting thereof.
- All lots, tracts, and other platted parcels in Division 12 of Surfside Estates, according to the plat thereof recorded in Volume H of Plats, pages 62-63, records of Pacific County, Washington, and any amendment or replatting thereof.
- All lots, tracts, and other platted parcels in Division 13 of Surfside Estates, according to the plat thereof recorded in Volume H of Plats, pages 70-71, records of Pacific County, Washington, and any amendment or replatting thereof.
- All lots, tracts, and other platted parcels in Division 14 of Surfside Estates, according to the plat thereof recorded in Volume H of Plats, pages 72-73, records of Pacific County, Washington, and any amendment or replatting thereof.
- All lots, tracts, and other platted parcels in Division 15 of Surfside Estates, according to the plat thereof recorded in Volume H of Plats, pages 78-79, records of Pacific County, Washington, and any amendment or replatting thereof.

EXHIBIT B

- All lots, tracts, and other platted parcels in Division 16 of Surfside Estates, according to the plat thereof recorded in Volume J of Plats, pages 4-5, records of Pacific County, Washington, and any amendment or replatting thereof.
- All lots, tracts, and other platted parcels in Division 17 of Surfside Estates, according to the plat thereof recorded in Volume H of Plats, pages 83-85, records of Pacific County, Washington, and any amendment or replatting thereof.
- All lots, tracts, and other platted parcels in Division 18 of Surfside Estates, according to the plat thereof recorded in Volume H of Plats, pages 94-95, records of Pacific County, Washington, and any amendment or replatting thereof.
- All lots, tracts, and other platted parcels in Division 19 of Surfside Estates, according to the plat thereof recorded in Volume H of Plats, pages 96-98, records of Pacific County, Washington, and any amendment or replatting thereof.
- All lots, tracts, and other platted parcels in Division 20 of Surfside Estates, according to the plat thereof recorded in Volume J of Plats, pages 12-13, records of Pacific County, Washington, and any amendment or replatting thereof.
- The following lots in Beach Addition, according to the plat thereof recorded in Volume D-1 of Plats, page 14, records of Pacific County, Washington, and any amendment or replatting thereof. Block 3, Lot 24; Block 4, Lot 1; Block 4, Lot 7; and Block 4, Lot 8.
- The following lots in Ocean Crest, according to the plat thereof recorded in Volume H of Plats, page 21, records of Pacific County, Washington, and any amendment or replatting thereof Lot 1; Lot 2; Lot 3; Lot 4; Lot 5; Lot 6; Lot 7; Lot 9; Lot 10; Lot 11; Lot 12; Lot 13; Lot 14; Lot 15; Lot 16; Lot 16A; Lot 17; Lot 18; Lot 19; Lot 20; Lot 21; Lot 22; Lot 23; Lot 24; Lot 25; Lot 26; Lot 27; Lot 28; Lot 29; Lot 30; Lot 31; Lot 32; Lot 33; and Lot 34.
- The following lots in the replat of Ocean Villa, according to the plat thereof recorded in Volume H of Plats, page 44, records of Pacific County, Washington, and any amendment or replatting thereof. Block 3, Lot 9; Block 3, Lot 10; Block 3, Lot 11; Block 3, Lot 12 N1/2; Block 3, Lot 13; Block 3, Lot 14; Block 3, Lot 15; Block 3, Lot 16; Block 3, Lot 18; Block 3, Lot 19; Block 3, Lot 20; Block 3, Lot 21; Block 3, Lot 22; Block 3, Lot 26; Block 3, Lot 27; Block 3, Lot 28; Block 3, Lot 29; Block 3, Lot 31; Block 3, Lot 32; Block 3, Lot 33; Block 3, Lot 39 N1/2; Block 3, Lot 40; Block A, Lot 21; Block A, Lot 25; Block A, Lot 33; Block A, Lot 34; Block A, Lot 35; Block A, Lot 36; Block A, Lot 39; Block A, Lot 40; Block A, Lot 41; Block A, south one-half of Lot 47; and Block A, Lot 48.
- The following lots and tract in Ocean Woods, according to the plat thereof recorded in Volume H of Plats, page 59, records of Pacific County, Washington, and any amendment or replatting thereof: Block 1, Lot 1; Block 1, Lot 2; Block 1, Lot 3; Block 1, Lot 4; Block 1, Lot 5; Block 1, Lot 6; Block 1, Lot 7; Block 1, Lot 8; Block 1, Lot 9; Block 2, Lot 1; Block 2, Lot 2; Block 2, Lot 3; Block 2, Lot 4; Block 2, Lot 5; Block 2, Lot 6; Block 2, Lot 7; Block 2, Lot 8; Block 2, Lot 9; Block 2, Lot 10; Block 2, Lot 11; Block 2, Lot 12; Block 2, Lot 13; Block 2, Lot 14; Block 2, Lot 15; Block 2, Lot 16; Block 2, Lot 17; Block 2, Lot 18; Block 2, Lot 19; Block 3, Lot 1; Block 3, Lot 2; Block 3, Lot 3; Block 3, Lot 4; Block 3, Lot 5; Block 3, Lot 6; Block 3, Lot 7; Block 3, Lot 8; Block 3, Lot 9; Block 3, Lot 10; Block 3, Lot 11; Block 3, Lot 12; Block 3, Lot 13; Block 3, Lot 14; Block 3, Lot 15; Block 3, Lot 16; Block 3, Lot 17; Block 3, Lot 18; Block 3, Lot 19; Block 4, Lot 1; Block 4, Lot 2; Block 4, Lot 3; Block 4, Lot 4; Block 4, Lot 5; Block 4, Lot 6; Block 4, Lot 7; Block 4, Lot 8; Block 4, Lot 9; Block 5, Lot 1; Block 5, Lot 2; Block 5, Lot 3; Block 5, Lot 4; Block 5, Lot 5; Block 5, Lot 6; Block 5, Lot 7; Block 5, Lot 8; Block 5, Lot 9; Block 5, Lot 10; Block 5, Lot 11; Block 6, Lot 4; Block 6, Lot 5; Block 6, Lot 6; Block 6, Lot 7; Block 6, Lot 8; Block 6, Lot 9; Block 6, Lot 10; Block 6, Lot 11; Block 6, Lot 12; Block 6, Lot 13; Block 6, Lot 14; Block 6, Lot 15; Block 7, Lot 1; Block 7, Lot 2; Block 7, Lot 3; Block 7, Lot 4; Block 7, Lot 5; Block 7, Lot 6; Block 7, Lot 7 W1/2; Block 7, Lot 8; Block 7, Lot 9; Block 8, Lot 1; Block 8, Lot 2; Block 8, Lot 3;

EXHIBIT B

Block 8, Lot 4; Block 8, Lot 5; Block 8, Lot 6; Block 8, Lot 7; Block 8, Lot 8; Block 8, Lot 9; Block 8, Lot 10; Block 8, Lot 11; Block 8, Lot 12; Block 8, Lot 13; Block 8, Lot 14; Block 8, Lot 15; Block 8, Lot 16; Block 8, Lot 17; Block 8, Lot 18; Block 8, Lot 19; Block 8, Lot 20; Block 8, Lot 21; Block 8, Lot 22; Block 8, Lot 23; Block 8, Lot 24; Block 8, Lot 25; Block 9, Lot 1; Block 9, Lot 2; Block 9, Lot 3; Block 9, Lot 4; Block 9, Lot 5; Block 9, Lot 6; Block 9, Lot 7; Block 9, Lot 9; Block 9, Lot 10; Block 10, Lot 1; Block 10, Lot 2; Block 10, Lot 3; Block 10, Lot 4; Block 10, Lot 5; Block 10, Lot 6; Block 10, Lot 7; Block 10, Lot 8; Block 10, Lot 9; Block 10, Lot 10; and Tract A.

- The following lots in Seadunes, according to the plat thereof recorded in Volume H of Plats, page 17 records of Pacific County, Washington, and any amendment or replatting thereof. Block 1, Lot 1; Block 1, Lot 4; Block 1, Lot 7; Block 1, Lot 10; Block 1, Lot 12; Block 1, Lot 15; Block 1, Lot 16; Block 1, Lot 17; Block 1, Lot 18; Block 2, Lot 2; Block 2, Lot 3; Block 2, Lot 4; Block 2, Lot 5; Block 2, Lot 7; Block 2, Lot 11; Block 2, Lot 12; Block 2, Lot 13; Block 2, Lot 14; Block 2, Lot 15; Block 2, Lot 16; and Block 2, Lot 18.
- The following lots in SP: Block 00, Lot 1; Block 00, Lot 4; and Block 00, Lot 8.
- All lots, blocks, and other platted parcels in Sunny Slopes, according to the plat thereof recorded in Volume J of Plats, page 33, records of Pacific County, Washington, and any amendment or replatting thereof.
- The following lots of Surfview, Lot 1; Lot 2; Lot 3; Lot 4; Lot 5; Lot 6; Lot 7; Lot 8; Lot 9; Lot 10; Lot 11; Lot 12; Lot 13; Lot 14; Lot 15; Lot 16; Lot 17; Lot 18; Lot 19; Lot 20.
- Pacific County Assessor Lots 12110811002, 12110811005, and 12112011018.

I certify that the amended restrictive covenants and architectural guidelines were passed by the Surfside Board of Trustees on August 20, 2022.

Date: AUGUST 20, 2022

Kurt Olds
President, Surfside Homeowners Association

Attest: _____
Pauline Hitch, Business Manager

SURFSIDE ESTATES OF PACIFIC COUNTY, WASHINGTON
ARCHITECTURAL COMMITTEE MAKEUP AND RESPONSIBILITIES
AMENDED JULY 7, 2007

This document together with the Restrictive Covenants of Surfside Estates (hereinafter called the Covenants) shall provide direction and guidance for members of the Architectural Committee (hereinafter called the Committee) in the execution of their duties and responsibilities. The prospective builder will also find them useful in the planning of his structure. The definitions in the covenants shall be applicable.

1.0 ARCHITECTURAL COMMITTEE MAKEUP AND RESPONSIBILITIES:

- 1.1 The Architectural Committee shall consist of as many persons (but not less than three) as the Board of Trustees (hereinafter called the Board) shall appoint. The term of office for members of the Architectural Committee shall be continuous unless terminated either by the Board, by resignation, or death of the committee member.
- 1.2 The Architectural Committee is subject to the direction of the Board and has the responsibility and authority to approve any plans for improvements and development according to the covenants and this document.
- 1.3 The Chairman of the Architectural Committee shall convene the Architectural Committee on a regular basis. All business shall be recorded as minutes. The original minutes shall be retained in the permanent files of the Association. The Chairman, or his designee, shall attend the regularly scheduled meetings of the Board for the purpose of bringing before the Board the Architectural Committee's findings and recommendations.

**SURFSIDE ESTATES RESTRICTIVE COVENANTS
COVENANT LANGUAGE AMENDMENTS, ADDITIONS, AND DELETIONS**

NUMBER	CHANGE DATE	TYP0 / CORRECTION	AMENDED	ADDITION	DELETION
1.7	08-20-22		Yes		
1.9	08-20-22			Yes	
1.20	08-20-22			Yes	
2.14	08-20-22		Yes		
3.2f	08-20-22		Yes		
4.11c	08-20-22		Yes		
4.11d	08-20-22			Yes	
4.13	08-20-22			Yes	
4.14	08-20-22			Yes	
6.12	08-20-22	Yes (of)			
6.13	08-20-22	Yes (instance)			
Exhibit "A"	08-20-22	Yes (incl.)			

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