

Ocean Grove Homeowners Association

Rules and Regulations

1. Problem Resolution Members of the board do not represent relatives or close friends; they should refer problems to the board or to another board member. Persons requesting problem resolution should attempt personal resolution of the problem before requesting board assistance. If a problem appears to require more action than the person involved can provide, a board member may request a special board meeting to determine further steps to resolve the problem. (Revised March 7, 2005)

2. Enforcement - An owner may appeal a decision to the board for reconsideration. If, after reconsideration, the owner is directed to comply with these bylaws such decision shall be final. Failure to comply with these requirements shall result in a written notice of a violation to the lot owner or occupant and the lot owner or occupant shall have fourteen (14) days from the date of receipt of the written notice to take whatever actions are necessary to remedy such violation. If said lot owner shall not comply within said fourteen (14) day period, the Board shall take appropriate actions in accordance with these Bylaws. Revised April 17, 2015

3. Fences and Landscaping In accordance with Covenant Section K, Landscaping, Hedges, Fences, Etc., landscaping that includes potential view-blocking trees and street-facing fence plans must be submitted to the building review committee for approval. Fence material should be compatible with homes in the area. Requests for variances from these requirements will be addressed on a case-by-case basis by the Board. Adopted September 27, 2005

4. RV Storage Facility Section 1. Priority for use shall be as follows: (1) Recreational vehicles (including boats) in frequent or occasional use; (2) Trucks; (3) Utility trailers; (4) Shells; (5) Autos; (6) RVs not in occasional use; and (7) Motorcycles. No commercial vehicles shall be stored. Bylaw changes pertaining to priority shall not apply during the term of an existing agreement. No owner shall have more than two spaces if an owner with no spaces or with one space requests a space. Canopy or shelter installation must be approved by the board. The annual agreement regarding RV storage rules, space assignments, and fees must be signed by the member and an association representative and all stored vehicles and trailers must have current registration and license except for (6) RV's that used are used occasionally.

5. Overnight storage of RV on residential lot. An owner may keep an RV overnight on a residential lot for no more than 14 consecutive nights subject to the in Covenant Article H. If more than 14 days are required, the owner shall request an extension of the allowable nights with an explanation as to the reason for an extended stay. Such requests may be granted at the

discretion of the board or its representative. This provision is not intended to be used serially. There must be reasonable—as determined by the board—intervals.

6. Screening requirements for stored vehicles, equipment, small boats, campers, camper shells and riding lawnmowers or tractors may remain on a lot *provided that they are shielded from view from the street or adjacent lots*. If the board determines that a boat, et al, requires screening, the manager shall meet with the owner and relay the decision of the board. After such notice the owner shall have 30 days to provide the required screening or to request the board to reconsider the decision. A request for reconsideration shall include a justification for exemption and shall also include signed agreement by an affected neighbor. Screening from street view shall be at the sole discretion of the board.

7. Applications to house chickens (limit of three hens) shall be on a board-approved form. It shall describe the enclosure to be used, the protections to be taken against predators, rodents, odor, and noise. The board retains the option to reject all applications, thus, if raising hens creates too many problems the board can terminate the program without another vote on the Covenants. Approval can be withdrawn anytime with a 30-day notice. Adopted 2009

8. This Bylaw shall apply to all unimproved lots in Ocean Grove Estates, Ocean Grove #2, and Ocean Grove #3—known collectively as “Ocean Grove” “Unimproved lots” are defined as lots upon which no structure has been erected and which are not owned by an owner with a residence on an adjacent lot.

Annually, in April, the manager shall notify owners of unimproved lots regarding the flammability of Scotch Broom. To assist all owners in maintaining their lots on a continuing basis, upon request, the Association gardener will pick up and transport all Scotch Broom that is piled roadside by the lot owner. The Association will cover the costs involved in loading, transporting, and unloading the Scotch Broom while the owner will pay the Jefferson County yard waste recycling fee. bylaw Adopted July 6, 2012

9. Fireworks/No Shooting zone - The use of any type of fireworks within Ocean Grove Lot Owners Association boundaries is prohibited. Violations shall be subject to fines by the Board of Directors. The Ocean Grove community lies within Jefferson County No Shooting Zone. Violations shall be reported to the Jefferson County Sheriff. Adopted July 2025

10. Tree cutting/Trimming on Association Property The overall intention of the board is to disallow any cutting on Association property. Written requests for exceptions will be considered. Each request shall be accompanied by a specific plan for cutting that includes justifications and photos. A hold-harmless agreement shall also be provided. The plan shall include a report from a certified arborist that addresses slope stability, tree health, and pertinent considerations. A fee of \$50 will be due upon approval. The arborist or requesting party shall also confirm with

Jefferson County as to the need, if any, for a permit. Trees designated for removal must be clearly marked on the site and a board representative shall be on-site at the commencement of cutting to approve plan implementation. All tree removal or trimming shall be performed by a licensed professional. Adopted 2013

11. Rental of Properties - for health, safety, and security reasons, property owners in Ocean Grove Lot Owners Association are required to notify the Association when all or a portion of their property is to be rented for a period of 30 days or more. Any owner that rents their property is required to complete the "Property Rental Information" form within 7 days of initiation of a property rental agreement or lease. The tenant will sign the "Rental Information For Tenant" after meeting with Ocean Grove Manager. Forms are available from the Ocean Grove Manager. Adopted July 2025

12. Short Term Rentals (less than 30 days) - are not permitted in the Ocean Grove Association. Adopted September 2025

13. Noise – Ocean Grove is a residential community and, as such, depends on a good neighbor policy concerning noise. Loud music, dog-barking and loud automobiles are disruptive to surrounding homes. Respect for our neighbors builds and supports community values. Complaints from neighbors may result in fines after an investigation. Ocean Grove Association follows the Jefferson County, WA noise ordinance which carries its own set of penalties (Jeff Co, Chapter 8.70 Noise Control) and the Ocean Grove Board may impose separate penalties. Specifically identified between the hours of 10:00 p.m. and 7:00 a.m. Adopted July 2025

PROPERTY RENTAL INFORMATION - OWNER

Owner's Name:

Tenant's Name:

Phone:

Tenant's Email:

Address of Rental Property:

Owner hereby agrees to:

- (1) Provide the tenant a copy of the Ocean Grove Community Rules & Regulations and ensure the tenant understands they are bound by the Covenants and Rules & Regulations. Ensure that they must refrain from use of community amenities unless conditional use is granted but use may also be withdrawn at any time by action of the Board.
- (2) Hold harmless Ocean Grove Lot Owners Association, it's members, Board of Trustees, officers, agents, and employees from and against any and all claims, loss, charge of expense (including, without limitation, attorney's fees and court costs) caused by, arising out of or in any way connected with the non-transient rental contemplated hereby, the use or occupancy or failure to occupy the rented premises, any and all acts or omissions by the tenants and any and all acts or omissions by the Association in any way related thereto or the termination of the tenancy pursuant to said non-transient rental.
- (3) That rental of their property in no way relieves the Owner of the Owner's responsibilities to the Ocean Grove Lot Owners Association or their compliance with the governing documents.

Owner's signature

Date

RENTAL INFORMATION FOR TENANT

Tenant hereby agrees to:

- (1) Abide by all of the terms and conditions set forth in the Covenants, Bylaws, and Rules & Regulations of the Ocean Grove Lot Owners Association and as such Rules & Regulations that may be changed or adopted by the Board of Trustees. Tenant is hereby provided with their own copy of the Rules & Regulations but may find all documents and forms available on the Ocean Grove Lot Owners Association website: <https://oceangroveassociation.com>.
- (2) Refrain from use of association common property (including Aldema beach, Nature Trail) unless granted conditional use by the Board of Trustees. The conditional use is a privilege and may be revoked at any time by action of the Board without cause.
- (3) Refrain from conducting any business in or about the rented property that increases traffic.
- (4) Tenant agrees to exercise control over pets in order to discourage and/or eliminate excessive barking. Tenant agrees to pick up waste left by their pet when out in the community.

Tenant's signature

Date:

Tenant's email address:

Phone:

Street address or PO Box: