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STATE OF WASHINGTON
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No. 86870-1

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SUPREME COURT
OF THE STATE OF WASHINGTON

ROSS WILKINSON and CINDY WILKINSON, *et al.*,

Respondents,

v.

CHIWAWA COMMUNITIES ASSOCIATION,
a Washington Non-Profit corporation,

Appellant.

AMICUS CURIAE MEMORANDUM OF
GOLD BEACH COMMUNITY CLUB
SUPPORTING DIRECT REVIEW

Leslie J. Garrison, WSBA # 18040
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Attorney for Amicus Curiae Gold Beach Community Club

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A. INTRODUCTION

This amicus curiae memorandum is filed by Gold Beach Community Club (“Gold Beach”). Gold Beach supports the statement of grounds for direct review submitted by Chiwawa Communities Association (“Chiwawa”) and urges this Court to retain the case to provide guidance to homeowner associations throughout Washington confronting short-term transient vacation rentals (“rental businesses”) operating in residential subdivisions.

B. IDENTITY AND INTEREST OF AMICUS CURIAE

Gold Beach has articulated both its identity and its interest in this case in its motion for leave to file an amicus curiae memorandum supporting direct review.

This case involves issues of fundamental and public importance. Gold Beach Community (“Community”) is confronting the same problems occurring in Chiwawa: the operation of disruptive rental business in residential subdivisions and the ability of the homeowner’s association to regulate these businesses. The Court’s ruling in this case will impact homeowners’ associations throughout Washington.

Transient rental businesses did not exist in Gold Beach until two years ago. On October 12, 2010, Noreen Elbert and Elisabeth Little purchased property located at 25770 Gold Beach Drive S.W., Vashon,

WA 98070 for use as their vacation home. The property is located in phase four of the Community and has beach access. Shortly after Elbert and Little purchased the property, they began to operate it as the Whale House. The Whale House is a transient vacation rental business advertising short-term vacation lodging to the general public for profit.

Elbert and Little advertise on the Internet that the Whale House can accommodate up to 10 people in a 3-bedroom house. Appendix A. The rental rate is \$300 per night during the low season (October 1-May 31) and \$375 per night during the high season. *Id.* The online advertisements also identify the Community pool and shelter and the beachfront as local amenities to attract potential renters. *Id.*

Homeowners complained to the Gold Beach board about the operation of the Whale House at the board's March 2011 meeting. In response, the board called a special meeting on August 24, 2011 to discuss the operation of transient rentals in the Community. At the meeting, the board received a signed petition from 74 homeowners maintaining that short-term vacation rentals are a clear violation of the existing covenants and urging the board to enforce the covenants against the owners of the Whale House. *Id.* The petition summarized the problems the transient rentals caused in the Community, including overcrowding at the community pool, overcrowding and overuse at the beach, unsupervised

renters running amok, health and sanitation concerns arising from garbage left by transient renters and overtaxing of the septic system, less security in the neighborhood, and the change in the character of the neighborhood caused by the operation of a commercial enterprise. *Id.* The homeowners also voiced specific complaints during the meeting about the behavior of the transient renters staying at the Whale House, including attendant noise, trespassing on neighboring lots, and letting un-leased dogs roam. They complained that the renters' disruptive activities are changing the residential character of Gold Beach. They overwhelmingly favored banning the operation of short-term rental businesses in Gold Beach.

Historically, the four phases of Gold Beach have acted as one despite being governed by four separate sets of covenants. Only one board of trustees oversees the entire Community. Like the Association in Chiwawa, the Gold Beach board would like to consolidate the separate covenants into one set for uniformity. This would be accomplished by putting the issue to a vote with the members. At the same time, the board would like the members to vote to amend the covenants to explicitly prohibit short-term transient vacation rentals.

Gold Beach is subject to the jurisdiction of the Court of Appeals, Division I, while Chiwawa is subject to the jurisdiction of the Court of Appeals, Division III. Gold Beach urges this Court to accept review to

provide guidance to homeowner associations across the state with respect to the operation of transient rental business in residential communities.

C. ISSUES OF CONCERN TO AMICUS CURIAE

This Court should accept direct review to clarify the restrictions on commercial activities within a single-family subdivision governed by covenants and the ability of homeowners' associations to amend their declarations to restrict transient rental activities.

D. REASONS TO GRANT DIRECT REVIEW

Included among the matters this Court will directly review from the trial court are cases involving an issue in which there is a "conflict among decisions of the Court of Appeals or an inconsistency in decisions of the Supreme Court" and cases "involving a fundamental and urgent issue of broad public import which requires prompt and ultimate determination." RAP 4.2(a)(3)-(4).

Gold Beach agrees with Chiwawa that the trial court's decision is contrary to decisions of this Court and the Court of Appeals and presents a fundamental and urgent public issue that this Court should decide. The Court should grant direct review.

1. **The Trial Court's Decision Contradicts this Court's Refusal to Apply Principles of Strict Construction to Residential Covenants**

The trial court's ruling that short-term rentals of less than 30 days are not a prohibited commercial use in Chiwawa is erroneous because the trial court interpreted the covenants in a way that promotes the free use of land for a small minority of homeowners while subverting the intent of the original grantor for the entire community. The ruling essentially allows the rental businesses to rent their properties on a daily basis and without restriction.

This Court has expressly stated that the free use of land is not the paramount consideration when construing restrictive covenants. *Riss v. Angel*, 131 Wn.2d 612, 623, 934 P.2d 669 (1997). It has also refused to apply principles of strict construction to defeat the plain and obvious meaning of restrictive covenants. *Id.* The rental businesses' operation of short-term transient rentals, advertised for-profit as lodging accommodations available to the public, is clearly a commercial use prohibited by Chiwawa's covenants.

2. **This Court Should Resolve Conflicting Decisions Interpreting and Analyzing the Term "Residential Use"**

Additionally, Division I's reasoning in *Ross v. Bennett*, 148 Wn. App. 40, 44, 203 P.3d 383 (2008), that frequency of use does not change

the nature of the use is not consistent with this Court's and Division III's interpretations and analysis of residential use and the prohibition against commercial use found in restrictive covenants. In *Ross*, the owner rented out his property infrequently, four times a year. Division I ruled that the use of short-term rentals was identical to the owner's own use of the property, as a residence, or the use made by a long-term resident. *Id.* at 51. If this Court follows the reasoning in *Ross* to its logical conclusion, a property rented out each and every single day would not change the single-family use of the property. This is absurd. As the Court noted in *Mains Farm Homeowners Ass'n v. Worthington*, 121 Wn.2d 810, 821, 854 P.2d 1072 (1993), the operation of an adult family home violated the covenant restricting use to single-family residential purposes because the single-family residential nature of the use was destroyed by the elements of commercialism.

Division III has also held that catering to paying customers is not a residential use of property. In *Hagemann v. Wroth*, 56 Wn. App. 85, 91, 782 P.2d 1072 (1989), the declaration for the planned community stated that the plat was for "residential and recreational use," and prohibited any "business, industry or commercial enterprise of any kind or nature[.]" *Id.* at 86-87. Division III enjoined the operation of an adult family home, holding that the "term business is the antonym of residential and to

provide residence to paying customers is not synonymous with a residential purpose.” *Id.* at 91.

3. **The Trial Court’s Decision Contradicts This Court’s Holding in *Shorewood West Condominium Ass’n. v. Sadri*, 140 Wn.2d 47, 992 P.2d 1008 (2000) That Homeowner Associations May Amend Declarations**

The trial court’s decision also contradicts this Court’s holding in *Shorewood* that homeowner associations may amend their declarations to impose leasing restrictions given the benefit of owner-occupied units and as long as the declaration is amended properly. *See, e.g., Shorewood*, 140 Wn.2d at 49-50. Homeowners in an association take their property subject to covenants that may be amended by majority vote, as defined and set forth in the covenants. Regardless of any actual notice, these owners are deemed to have constructive notice of any covenants recorded against their property, including the procedure for amendment, when they purchase their properties. 17 William B. Stoebuck and John W. Weaver, *Wash. Prac., Real Estate* § 3.16 (2d ed.). There is no conceptual difference between the amendment procedure in a condominium and the amendment procedure in a homeowner’s association for single-families.

Single-family homeowner associations, like condominium homeowner associations, are statutorily created. In exchange for statutory

protections such as requirements for the governance of the association¹ and the benefits of community living, the individual homeowners must give up some rights. There is no reason to allow condominium owners the right to impose leasing restrictions, but to deny that same right to single-family homeowners living in a planned development. Virtually any type of real estate can be structured as a condominium. For example, a condominium is not necessarily a single building filled with units. In some cases, it will look exactly like a homeowner's association with detached single-family residences. CP 1281-84.

4. **This Case Involves Fundamental and Urgent Issues of Public Importance**

Like the owners in Chiwawa, the owners in Gold Beach have also experienced increased noise, litter, and trespassing as the by-products of rental businesses operating in residential neighborhoods. In Chiwawa, the number of transient business operations has increased over time. Gold Beach is extremely concerned that if its board has no ability to enforce the covenants against the one transient rental business operating in the Community, then it will soon face an onslaught of transient rental businesses, similar to the situation in Chiwawa. The Community's ecosystem cannot sustain droves of transient renters combing the beach

¹ See RCW 64.38 and RCW 64.34.

during the summer months. Transient rental businesses have the potential to fundamentally and permanently alter not only the Gold Beach Community, but many other single-family communities across Washington.

The issue of transient rental businesses operating in residential subdivisions will re-surface in Washington, especially given the ease and cheapness of Internet advertising. This Court should grant direct review to address this fundamental and urgent public issue. The ultimate determination of this issue will affect numerous homeowners associations throughout the State.

E. CONCLUSION

Based on the foregoing, Gold Beach urges the Court to accept direct review and reverse the trial court's summary judgment ruling. The rental businesses' commercial activities should not be permitted in a single-family residential subdivision governed by covenants restricting lot use to single-family residential use and banning nuisances and commercial uses. Furthermore, the Association had the authority to amend the covenants to preserve the single-family residential character of Chiwawa intended by its developer.

DATED this 25th day of July, 2012.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'L. Garrison', is written over a horizontal line.

Leslie J. Garrison, WSBA # 18040
The Schwarz-Garrison Law Firm
119 1st Ave. S., Ste 320
Seattle, WA 98104-3424
(206) 622-9909
Attorney for Amicus Curiae
Gold Beach Community Club

PROOF OF SERVICE

I certify that I served a copy of this document on all parties or their counsel of record on the date below as follows:

Via First Class U.S. Mail mailed July 25, 2012

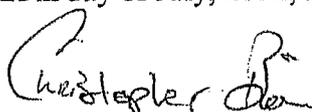
Dennis Jordan
Dennis Jordan & Associates, Inc., P.S.
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Everett WA 98203

Philip A. Talmadge
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Talmadge/Fitzpatrick
18010 Southcenter Parkway
Tukwila, WA 98188-4630

Yen B. Lam
Galvin Realty Law Group, PS
6100 219th St. S.W., Ste. 560
Mountlake Terrace, WA 98043

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

DATED this 25th day of July, 2012, at Seattle, WA.



Christopher Bodrie

APPENDIX

SUPREME COURT
OF THE STATE OF WASHINGTON

ROSS WILKINSON and CINDY
WILKINSON, *et al.*,

Respondents,

v.

CHIWAWA COMMUNITIES
ASSOCIATION, a Washington Non-Profit
corporation,

Appellant.

NO. 86870-1

DECLARATION OF
KATE GUINEE

Kate Guinee declares and states:

1. I am over the age of 18, competent to testify as to the matters stated herein, and make this declaration based on my personal knowledge.

2. I have resided at 25722 79th Ave. S.W., Vashon, Washington 98070 since 2002. My home is located in Gold Beach Community, a large residential homeowners' association consisting of 199 properties. I have served on the Board of Trustees since 2011. I am currently President.

3. Gold Beach Community is comprised of four divisions. The developer, Gold Beach Company, built the community in phases, with similar but separate covenants recorded against all divisions. Gold Beach

Declaration in Support - 1

Galvin Realty Law Group, P.S.
6100 219th Street SW, Suite 560
Mountlake Terrace WA 98043
425.275.9863 (ph)
425.248.2168 (fax)

Community Club, the non-profit homeowners' association, was established in the early 1970s.

4. The Board of Trustees intends to submit an amicus brief in the present appeal because rentals for a period of less than 30-days ("transient rentals") are also an issue in our community and our covenants are similar to the covenants in Chiwawa River Pines. Our community is subject to the jurisdiction of Division One Court of Appeals, while Chiwawa River Pines is subject to the jurisdiction of Division 3. We hope the Supreme Court will accept review in order to provide guidance on this issue to all homeowners' associations in Washington.

5. Gold Beach Community is zoned as "RA2.5S0," for single family use. *See* King County Code § 21A.08.030. The relevant portion of the covenants read as follows:

No lot shall be used except for residential purposes.

Protective Covenants, paragraph 2.

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.

Protective Covenants, paragraph 6.

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or except signs

used by a builder to advertise the property during the construction and sales period.

Protective Covenants, paragraph 9.

Attached as Exhibit A and incorporated herein by this reference are true and correct copies of the protective covenants for Division #4.

6. The property located at 25770 Gold Beach Drive S.W., Vashon, WA 98070 was purchased by Noreen Elbert and Elisabeth Little on October 12, 2010. This property is located within Division #4.

7. At the March 2011 Board meeting, neighbors brought their complaints to the Board regarding the operation of a lodging facility, the Whale House, by Ms. Elbert and Ms. Little. The owners are advertising transient rentals on the internet in multiple locations and are actively renting out their home for short-term stays. Attached as Exhibit B and incorporated herein by this reference is a true and correct copy of an example internet advertisement.

8. I have never seen transient rentals in Gold Beach Community until the operation of the Whale House.

9. The Board called a special meeting that was held on August 24, 2011 to discuss the operation of transient rentals in Gold Beach Community Club. At the meeting, we received a petition signed by 74 owners, stating that short-term lodging is a clear violation of the

existing covenants and urging the Board to enforce the covenants against the owners of the Whale House. The petition summarizes the problems caused the transient rentals, such as crowding the community pool and beach, no owner supervision of the transient tenants, health issues related to garbage left by transient tenants and potential sanitation issues with 12 or more renters using the septic system, less security in the neighborhood, and the change in community caused by the operation of a commercial enterprise. Attached as Exhibit C and incorporated herein by this reference is a true and correct copy of the petition.

10. At the meeting, the overwhelming response by the owners was to stop the operation of the short-term lodging business. Owners voiced complaints about the behavior of the transient tenants staying at the Whale House, including creating noise, trespassing on neighboring lots, and letting un-leashed dogs roam.

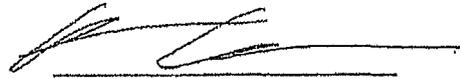
11. My lot in Gold Beach Community is 9,576 sq. ft. and other lots in the community are similar in size. The neighboring properties are

in close proximity to the Whale House. Attached as Exhibit D and incorporated herein by this reference are true and correct copies of photographs of the Whale House and neighboring lots. The photos show how transient tenants must cross the neighboring lot to access the beach, the number of cars and transient tenants seen at the Whale House, and the garbage left by the transient tenants.

12. The Board has also discussed consolidating the covenants for all four divisions and putting forth a vote to the membership to amend the covenants to explicitly prohibit transient rentals.

13. The owners of the Whale House are still operating transient rentals.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. Executed this 12 day of March, 2012 at Vashon, Washington.



Kate Guinee

EXHIBIT A:
GOLD BEACH PROTECTIVE COVENANTS,
DIVISION #4

4

PROTECTIVE COVENANTS RUNNING WITH THE LAND

THIS INDENTURE and declaration of covenants running with the land, made this 20th day of April, 1977, by Don Spano and Mary P. Spano, doing business as GOLD BEACH COMPANY.

WITNESSETH:

WHEREAS, said parties are the owners in fee of GOLD BEACH NO. 4, an addition to King County, Washington, as recorded in volume 102 of Plats, Pages 54 & 55, records of King County, in Government Lots 1 and 2, Section 28, Township 22 North, Range 3 East of W.M., all of which property is located in King County, Washington, and

WHEREAS, it is the desire of said parties to by these presents make, establish, confirm and hereby impress upon GOLD BEACH No. 4, an addition to King County, Washington, according to Plat thereof recorded in Volume 102 of Plats, Pages 54 & 55, records of King County, Washington, in Government Lots 1 and 2, section 28, Township 22 North, Range 3 East of W.M., all of which property is located in King County, Washington, the following protective covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private garage and boathouse and greenhouse, except lots used for the community. Height restrictions for lots in Division 4, which shall be measured at the existing ground level located approximately in the center of the site of the structure and shall be as follows:
Lots 1 through 4, inclusive and
Lots 42 through 48, inclusive shall be restricted to an elevation at the building site which shall not exceed 18 feet.
Lots 5 through 9, inclusive shall be restricted to an elevation at the building site which shall not exceed twenty two feet.
Lots 10 through 16, inclusive, shall be restricted to an elevation at the building site which shall not exceed thirty feet.
Lots 17 through 20, inclusive, shall be restricted to an elevation at the building site which shall not exceed sixteen feet.
Lots 49 through 56, inclusive, shall be restricted to an elevation at the building site which shall not exceed sixteen feet.
Lots 21 through 29 shall have no height restrictions.
3. No dwelling shall be permitted on any lot within Division 4 which does not have a minimum of 900 square feet of finished living area on one floor.

4. Lots 1 through 16, Division 4, shall conform within the building setback line as shown on the face of the Plat. No building shall be located shoreward of the delineated building setback line on these lots. Lot 24 through 27, Division 4, shall also conform with the building setback line as shown on the face of the plat, and no building shall be located northerly beyond the delineated building setback line on these lots.
5. Easements for installation and maintenance of utilities and drainage facilities are served as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible and all utilities in Gold Beach No. 4 shall be installed underground.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, except a temporary six month "waiver" may be applied for by requesting, in writing, of the Architectural Committee, permission to place a trailer on a lot to be used for a period of 9 months only, while a permanent home is being constructed. This shall not be construed to mean that trailers will be approved for residences, except for the above temporary waiver.
8. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months from the date of start of construction except for reasons beyond control in which case a longer period may be permitted.
9. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or except signs used by a builder to advertise the property during construction and sales period.
10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.
11. No lots shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary

containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. No fence, wall, hedge, or mass planting, other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the of which does not extend more than two feet above finished grade at the back of said retaining wall, provided however, that no fence, wall, hedge, or grass planting shall at any time, where permitted, extend higher than five feet above ground. If a boat house or boat houses are allowed to be constructed, the height of said boat house shall not be allowed to restrict the view of any lots.
13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (ten) years unless an instrument signed by a majority of the then-owners of the lots have been recorded, agreeing to change said covenants in whole or in part.
14. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
15. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
16. Every tract owner in Gold Beach will be deemed to have agreed not to sell or convey any tract shown in said survey of said plat, otherwise than subject to the restrictions and provisions shall be made with respect to all of the tracts shown in such a survey as covenants running with the land.
17. The Gold Beach Community Club Architectural Committee must approve all plans for construction before actual construction starts. This committee shall be the enforcing body of the above.
18. The said Gold Beach Community Club shall have the right and power to enforce any and all of the conditions, limitations and restrictions, but such right shall be without prejudice to the right of the grantor or any owner of a tract in said plat to enforce the same.
19. All lot purchasers shall agree to become a member of GOLD BEACH COMMUNITY CLUB, INC, and agree that the real estate shall be subject to charges and assessments as provided for in and for the purposes set forth in the Articles of Incorporation and By-laws of subject corporation. It is understood the combined current assessments by GOLD BEACH COMMUNITY CLUB, INC., do not exceed \$60.00 per annum. Subject coporation shall have a valid lien against the subject real estate for said charges and assessments, which shall be foreclosed in the manner provided in the By-Laws. This provision is a

covenant running with the land and is binding on the purchasers, their heirs, successors and assigns.

20. The developer (GOLD BEACH COMPANY) shall provide domestic water system and will allow purchaser to hook up at a cost not to exceed \$200.00 plus a normal monthly charge based on consumption.

#7704260355

2/16/06.

EXHIBIT B:
VACATIONRENTALS.COM INTERNET
ADVERTISEMENT

Vashon Whale House in Vashon Island

see 14 Vashon Island vacation rentals and 340 Washington vacation rentals

Send to a friend

vashon island, washington vacation rentals presents listing #80013

Loading Images

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Apr 2011							May 2011							June 2011																													
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dates with deals
unavailable dates

view full calendar

Jump to: [description](#) [amenities](#) [activities/attractions](#) [rates](#) [photos](#) [reviews](#)

quick facts

bedrooms	3	pool	yes	type	House
baths	2	hot tub	no	community	Gold Beach
sleeps	10	pets allowed	yes	rates (USD)	\$300 - \$375 / night \$1,750 - \$2,500 / week \$5,000 - \$8,000 / month

vacation rental description

Welcome to the Whale House, replica of a sea captain's home.

Life is quieter on Vashon Island, a 20-minute ferry ride from Seattle. Get away from it all -- to this light and bright waterfront home with south eastern exposure. Enjoy the sunrises and breathtaking view of Mt. Rainier. There's absolutely nothing like the gentle rhythm of Puget Sound. Listen to the waves crash when the tide comes in, or walk the beach and explore the coves when the tide goes out. Enjoy summer barbecues and beach fires; or relax with a cup of coffee or glass of wine on one of the decks. Any time of the year, you'll find this home to be a *restful and serene getaway*.

Plan your vacation to the Whale house on beautiful Vashon. Whether you live near or far, you will enjoy this amazing waterfront home.

house rental amenities

Newly furnished in 2011, this home is elegant, yet comfortable, a place that you may never want to leave. The main floor has a fully stocked kitchen, dining room that seats ten, living room, a sunroom, large deck, two bedrooms and a 3/4 bath. One bedroom has a king size bed and 42 inch television, the second bedroom has two bunk beds (twin over twin and twin over full).

The upstairs features a master bedroom with king size bed, bath with Jacuzzi tub and shower, second living room with 42 inch television and pull out queen size sofa bed, and second deck. The kids will love

contact owner

please fill in the form below to inquire about this rental.

first name *

last name *

email address *

re-enter email address *

arrival date *

departure date *

phone number

best time to call

Any

adults in party

1

children in party

0

questions & comments

submit

Privacy Policy

to climb the ladder to the crow's nest for panoramic views! The spacious layout is ideal for several couples, or one or more families with kids.

activities and attractions in vashon island washington

The house is located in the quiet Gold Beach community on Meury Island approximately 10 minutes from downtown Vashon. Enjoy local restaurants, farmer's market, art galleries, coffee shops, as well as conveniences such as a supermarket and movie theatre. During the summer, you will have access to the Gold Beach community pool and shelter (with ping pong table and showers). This outdoor heated pool overlooking the beach is a short walk from the home. The pool has both a shallow and deep end, perfect for any level swimmer.

vacation rental rates

Low Season (Oct 01-May 31) \$300/nt ... \$1,750/wk... \$5,000/mo (2-night min)
High Season (Jun 01-Sep 30) \$375/nt ... \$2,600/wk... \$8,000/mo (3-night min)
High season rates apply for holidays and three-day holiday weekends

PLUS, make your reservation for 7 nights or more and get a FREE CLEAN!
Cleaning fee is \$125; Additional pet fees apply

Required refundable deposit; \$200 deposit for weekend rentals; \$500 for weekly rentals

30 day written cancellation required

Note: Until confirmed, rates are subject to change without notice.

email owner

Noreen Elbert 206-778-2861

owner
Noreen Elbert
phone
206-778-2861

When you book a vacation rental on any of our websites, we want you to experience a carefree vacation. Learn More

Top things to do in Vashon Island

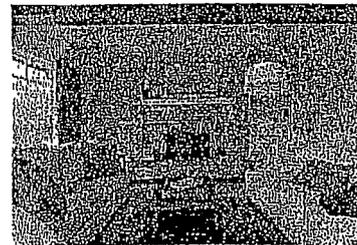
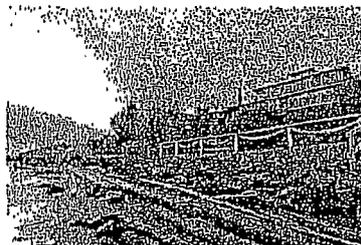
- ✓ Stay at the Whale House
- ✓ Walk the beach
- ✓ Bike the Island
- ✓ Visit the art galleries
- ✓ View the wildlife

Top things to do with a family

- ✓ Visit the Lighthouse park
- ✓ Go rock collecting on the beach
- ✓ Go to the Vashon Farmer's market
- ✓ Swim in the sound or pool
- ✓ Play games and enjoy each other's company!

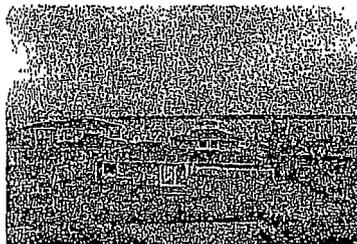
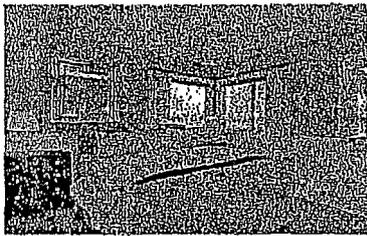
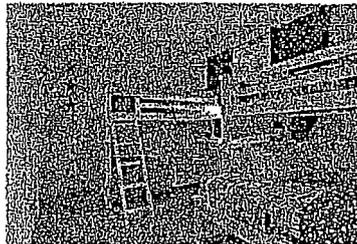
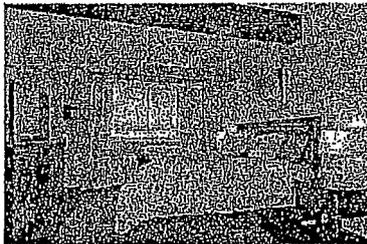
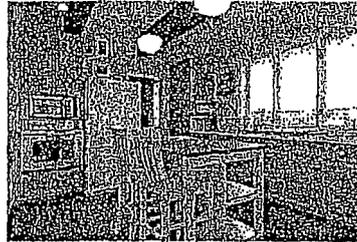
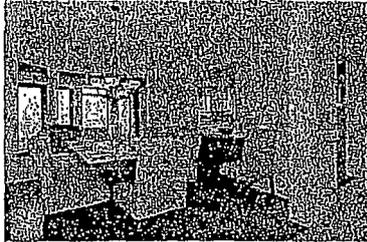
Noreen Elbert, owner

vashon island house photos at a glance



email owner

Noreen Elbert 206-778-2861



traveler reviews for this vashon island house rental

Take a break & come back relaxed

Lamar (Vashon Island, WA)

Review submitted: March 3, 2011 Date of arrival: January 29, 2011

I live on Vashon Island and need a 'stay-cation' for my birthday. My partner and I were fortunate enough to stay at the Whale House. Our stay was short but we felt like we had been 'away' for a couple of days...that is how relaxed we were! Views are fantastic, home well laid out, furnishings comfortable, and it is very quiet. The Sound is beautiful to gaze upon & to take a walk along the beach. Our stay was during January so it was wet and cold outside yet we were warm and cozy inside. Slept so well that I want to know where the mattress was purchased!! Looking forward to another visit.

Recommended for: adventure seekers, families with young children, families with teenagers, girls getaway, pet-friendly, romantic getaway

Do you find this review helpful? Yes No

Helpful votes: 0 / 0

Got to Go Back!!

Linda (Seattle)

Review submitted: January 30, 2011 Date of arrival: January 8, 2011

The Whale House is a lovely place to kick back and relax. I have so enjoyed exploring the beach, putting around the island and downtown Vashon, and reading a book while taking in Mt. Rainier over the Sound. In fact, you can see the amazing view from most rooms in the house, not to mention the decks and beach! This house has a cozy cottage feel so it's easy to really settle in-- at the same time you feel sort of surrounded by this island elegance. For a big group, there is more than enough room for kids, adults, and pets to spread out and do your own thing. You will love it here and will find yourself wanting to come back!

Recommended for: adventure seekers, age 55+, families with young children, families with teenagers, girls getaway, pet-friendly, sight seeing, romantic getaway

Do you find this review helpful? Yes No

Helpful votes: 0 / 0

[write a review](#)

Reviews are the subjective opinions of VacationRentals.com travelers and not of VacationRentals.com, Inc.

vashon island vacation rental

This vacation rental has been listed since 01/29/2011.

Page views: 214 this month - 1171 this year - 1171 since listed

[View Another Vashon Island Vacation Cottage Rental](#)

email owner

Noreen Elbert 206-778-2981

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EXHIBIT C:
GOLD BEACH PETITION SIGNATURES

AN ALERT FROM FELLOW GOLD BEACH RESIDENTS

Seattle investors have recently converted a Gold Beach waterfront home to a vacation house (google "Vashon Whale House"). People have stayed there for one night up to several weeks. The Board has allowed this to continue through August and *has called a special general meeting at 6:30PM on August 24* at the clubhouse to hear your views.

How This Affects You

- 1 **POOL USE** Customers and their visiting friends and relatives are crowding your pool and your easement to walk the beach and are staying for days
- 2 **ABSENTEE OWNERS** There is no owner supervision present to control the number of people or their activities
- 3 **HEALTH ISSUES** *Garbage left by renters in bags at the street has been strewn over the street by animals on numerous occasions.* Sanitation may decrease as septic systems become overloaded from overuse *by 12 or more renters.*
- 4 **SECURITY** The neighborhood will be less secure because of an increased presence of people who are not your neighbors
- 5 **COSTLY** *Property values of homes near any future short-term rentals will be affected.* There is *also* potential increase in dues to cover added *pool* liabilities. *Would you knowingly buy next to a vacation rental house?*
- 6 **LOSS OF NEIGHBORHOOD FEELING** Short term lodging is a commercial enterprise which will change the nature of our community forever

Short term lodging is in clear violation of the Gold Beach Community covenants. The following individuals urge the Gold Beach Board of Trustees to enforce compliance to the Gold Beach covenants without delay.

Don and Sharon Marsland

Bart and Kiki Holbrook

Howard Ford and Lynn Morgan

Tom and Lila McKey

Dan and Trevi Housholder

Allen Nakano and Cathy Lambert

Mike Zecher and Cindy Powell

We the undersigned believe that Gold Beach was not intended for short-term lodging provided for commercial purposes. We urge the Board of Trustees to immediately take action to bring this property into compliance and prevent other similar activities.

Signature	Printed Name and Address
<i>Cathy Lambert</i>	Cathy Lambert 7313 SW 25 th Pl.
<i>Dana J Merritt</i>	DANA MERRITT 7322 S.W. 25 th PL.
<i>Kevin Wing</i>	Kevin Wing 7326 S.W. 25 th Pl.
<i>John Hamilton</i>	John Hamilton 2307 SW 25 th Pl Vashon, WA, 98070
<i>John Jewell</i>	John Jewell 25848 Gold Beach
<i>Karlota Rickerson</i>	Karlota Rickerson 25613 75 th Ave SW
<i>Douglas K. Rickerson</i>	DOUGLAS K. RICKERSON 25613-75 th AVE. S.W. VASHON
<i>Patsy Stuart</i>	Patsy Stuart 25716 75 th Ave SW
<i>Gordon W. Barnes</i>	GORDON W. BARNES 7420 SW 259 th Way, Vashon
<i>Roxanne Lyons</i>	7618 SW 259 th , Vashon Roxanne Lyons
<i>Steve Bernowitz</i>	25860 Gold Beach Dr SW Steve Bernowitz
<i>Allen Nakano</i>	7313 SW 258 th Pl Vashon, WA ALLEN NAKANO

* The community gets the rules. - lets all live by them or change them

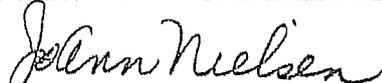
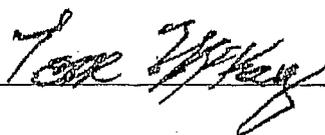
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Signature	Printed Name and Address
<i>Dan Housholder</i>	Dan Housholder 25764 Gold Beach Drive
<i>Charlotte Tiersen</i>	CHARLOTTE TIERSSEN 25725 78th Ave SW
<i>Charles W. West</i>	Charles W. West 25725 78th Ave SW
<i>Alan F. Warnicke</i>	ALAN F. WARNICKE 25712 78TH CT SW
<i>Sylvia Stead</i>	Sylvia Stead 25713 78th Dr SW
<i>Dave Creighton</i>	Dave Creighton 7710 SW 257th
<i>John Dashiell</i>	John Dashiell 7632 SW 258th CT
<i>Eunice Stare</i>	4624 SW 258th
<i>Trevi Housholder</i>	Trevi Housholder 25764 Gold Beach Dr

We the undersigned believe that Gold Beach was not intended for short-term lodging provided for commercial purposes. We urge the Board of Trustees to immediately take action to bring this property into compliance and prevent other similar activities.

Signature	Printed Name and Address
<i>Michael Zecher</i>	Mike Zecher 25869 75 th Ave SW
<i>[Signature]</i>	Greg Blow 25868 75 Ave S.W.
<i>[Signature]</i>	Leslie Blair 25868 75 th Ave SW
<i>[Signature]</i>	25856 - 75 th St. RICHARD EDINGER
<i>[Signature]</i>	CATY EDINGER "
<i>[Signature]</i>	DON WARD 25844 - 75 th Ave SW
<i>[Signature]</i>	25845 75 th SW
<i>[Signature]</i>	THOMAS THORSEN 25845 75 th Av. SW.
<i>[Signature]</i>	CYNTHIA S. POWELL 25869 75 th Ave SW
<i>[Signature]</i>	Kim Richards 25852 - 75 th SW.
<i>[Signature]</i>	Heidi Richards 25857 75 th Ave SW.
<i>[Signature]</i> (Sunny)	25851 - 75 th Ave SW
<i>[Signature]</i>	25921 75 th Ave SW

We the undersigned believe that Gold Beach was not intended for short-term lodging provided for commercial purposes. We urge the Board of Trustees to immediately take action to bring this property into compliance and prevent other similar activities.

Signature	Printed Name and Address
	Billie Hendrix 28826 75th Ave SW
	Joann Nielsen 7224 SW 25th Ct. VASHON 98070
	Tom Mekey 28776 Gold Beach Dr

We the undersigned believe that Gold Beach was not intended for short-term lodging provided for commercial purposes. We urge the Board of Trustees to immediately take action to bring this property into compliance and prevent other similar activities.

Signature	Printed Name and Address
* <i>Don Marsland</i>	Don Marsland Div 4, 9 th 10 25806 Gold Beach Dr SW
<i>Sharon Marsland</i>	SHARON MARSHLAND 104, 11 25806 Gold Beach Dr SW
<i>Blythe Bartlett</i>	Blythe Bartlett 25782 Gold Beach Dr. SW
<i>Clarene Ackerman</i>	Clarene Ackerman 25785 Gold Beach Dr SW
<i>Walter Ackerman</i>	Walter Ackerman 25785 Gold Beach Dr SW
<i>Joyce M. Fox</i>	Joyce M. FOX 25910 75 th Ave SW
<i>Maurice Carpenter</i>	MAURICE CARPENTER 25872 GOLD BEACH DR. SW.
<i>Christine Carpenter</i>	Christine Carpenter 25872 Gold Beach Dr SW
<i>Erlend P. Johnson</i>	Erlend P. Johnson 25763 Gold Bch. Dr. SW.
<i>Donna Gerling</i>	DONNA GERLING 26012 GOLD BEACH DR SW
<i>Mary Matter</i>	MARY MATTER 26040 Gold Beach Dr SW
<i>Mary Matter</i>	MARY MATTER 26040 GOLD BEACH DR SW
<i>Barry H. Biagg</i>	Barry Biagg 26032 Gold Beach Dr. SW

We the undersigned believe that Gold Beach was not intended for short-term lodging provided for commercial purposes. We urge the Board of Trustees to immediately take action to bring this property into compliance and prevent other similar activities.

Signature	Printed Name and Address
<i>John J. Crotty II</i>	John J Crotty 45306 1767 4507 NE 26 CT Renton WA 98059
<i>Maurice Fitch</i>	7426 SW 259th WASH
<i>Don J. Oliver</i>	Don Oliver TH Way 7414 259th Way
<i>Lars Strandberg</i>	Lars Strandberg 25960 Gold Beach Dr SW
<i>Polle Coffman</i>	Polle Coffman 7223 SW 257th CT
<i>Myrtle P. Ph...</i>	26024 Gold Beach Dr SW
<i>Richard E. Brines</i>	Richard E. Brines 25721 Gold Beach Dr SW
<i>John Nelson</i>	7224 S.W. 257th ST WASHINGTON WA 98070
<i>Howard Ford</i>	25752 GOLD BEACH DR SW WASHON
<i>Roy Helonen</i>	Lot 27 & Lot 28 25921 GOLD BEACH DR SW WASH WA 98070
<i>Cliff Moore</i>	CLIFF MOORE 25830 GOLD BEACH DR SW WASHINGTON WA 98070
<i>Mary Anne Nagler</i>	Mary Anne Nagler 25933 Gold Beach Dr SW Washon WA 98070
<i>Regina Terhune</i>	Regina Terhune 25907 75th Ave SW WASHINGTON WA 98070

We the undersigned believe that Gold Beach was not intended for short-term lodging provided for commercial purposes. We urge the Board of Trustees to immediately take action to bring this property into compliance and prevent other similar activities.

Signature	Printed Name and Address
<i>Roger Ford</i>	25925 75 th Ave SW Roger Ford
<i>Elizabeth Mundy</i>	E. Mundy 25730 Gold Beach Dr. SW 98870
<i>Karl Mankwald</i>	KARL MANKWALD 25063 TEAUP SW
<i>Paul Chan</i>	25962 Gold Beach Dr SW Vashon WA 98070

We the undersigned believe that Gold Beach was not intended for short-term lodging provided for commercial purposes. We urge the Board of Trustees to immediately take action to bring this property into compliance and prevent other similar activities.

Signature	Printed Name and Address
<i>Judith W. Pearce</i>	JUDITH W. PEARCE 25814 Gold Beach Dr SW

We the undersigned believe that Gold Beach was not intended for short-term lodging provided for commercial purposes. We urge the Board of Trustees to immediately take action to bring this property into compliance and prevent other similar activities.

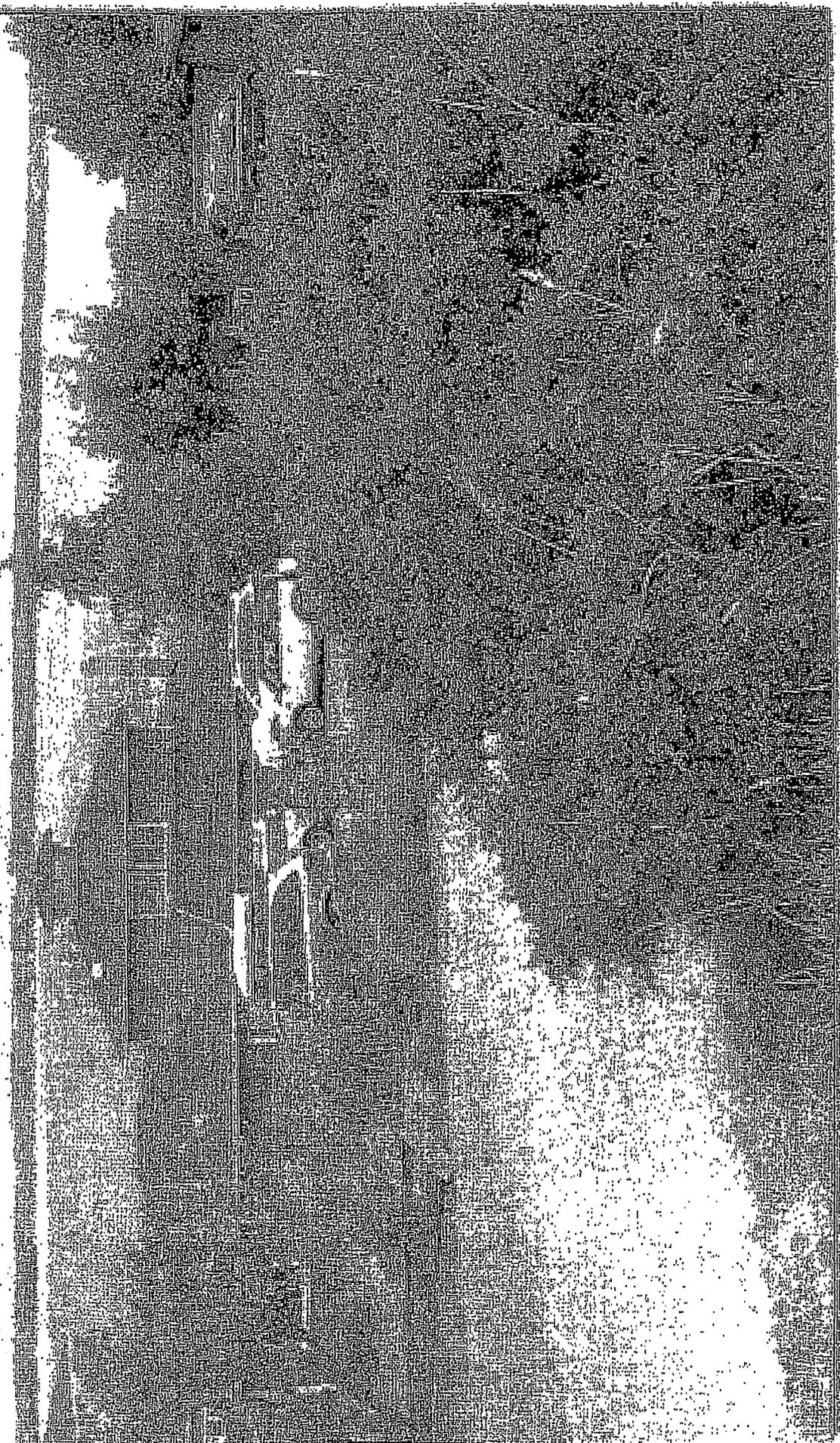
Signature	Printed Name and Address
<i>Katherine Holbrook</i>	KATHERINE HOLBROOK 25842 GOLD BEACH DR
<i>Bart Holbrook</i>	BART HOLBROOK 25842 GOLD BEACH DR
<i>Claudine Mulvihill</i>	Claudine Mulvihill 25938 Gold Beach Dr. SW
<i>Hal E. Louie</i>	HAL E. LOUIE 25920 GOLD BEACH DR SW
<i>Wyla Denden</i>	25836 GOLD BEACH DR

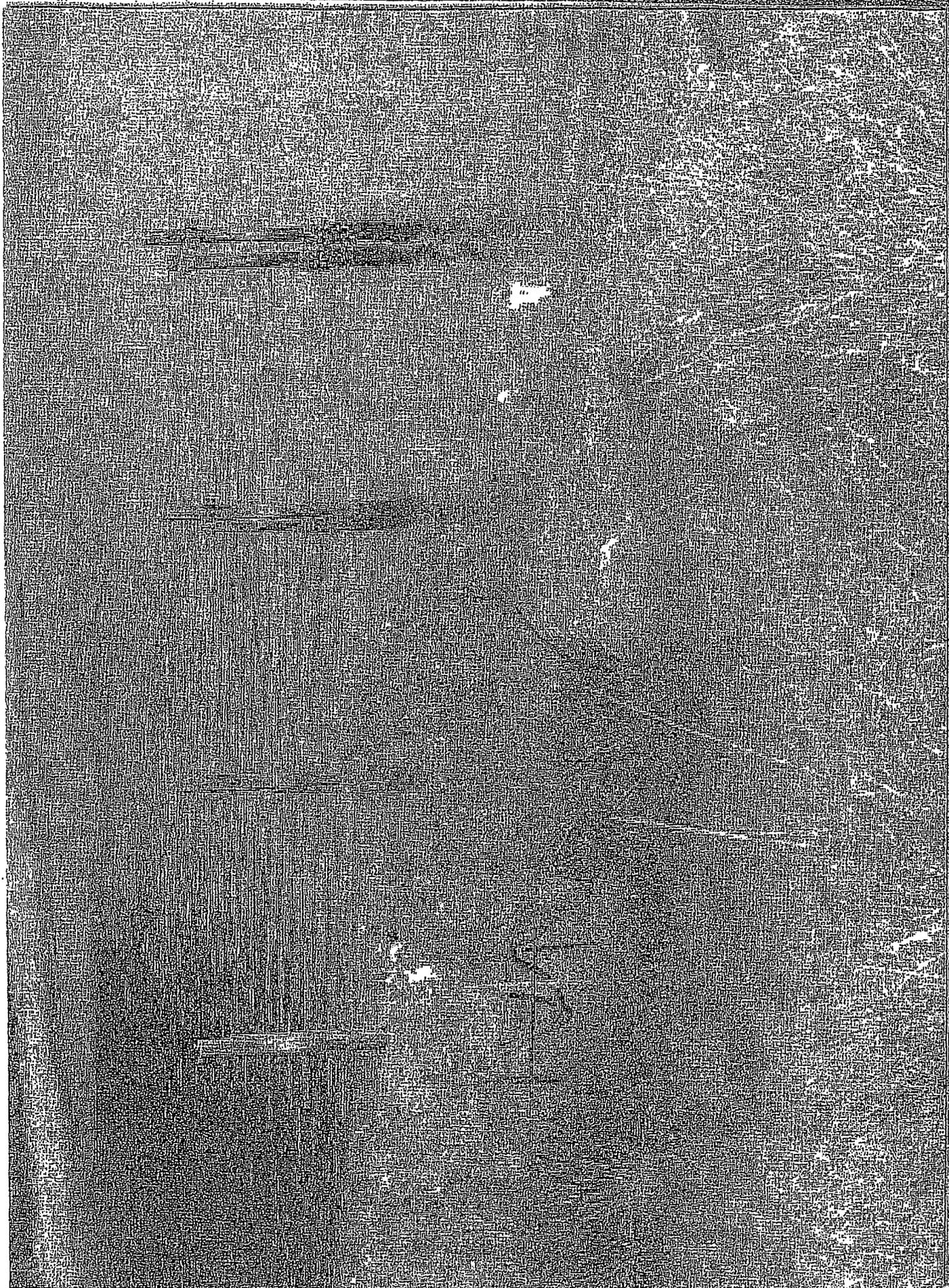
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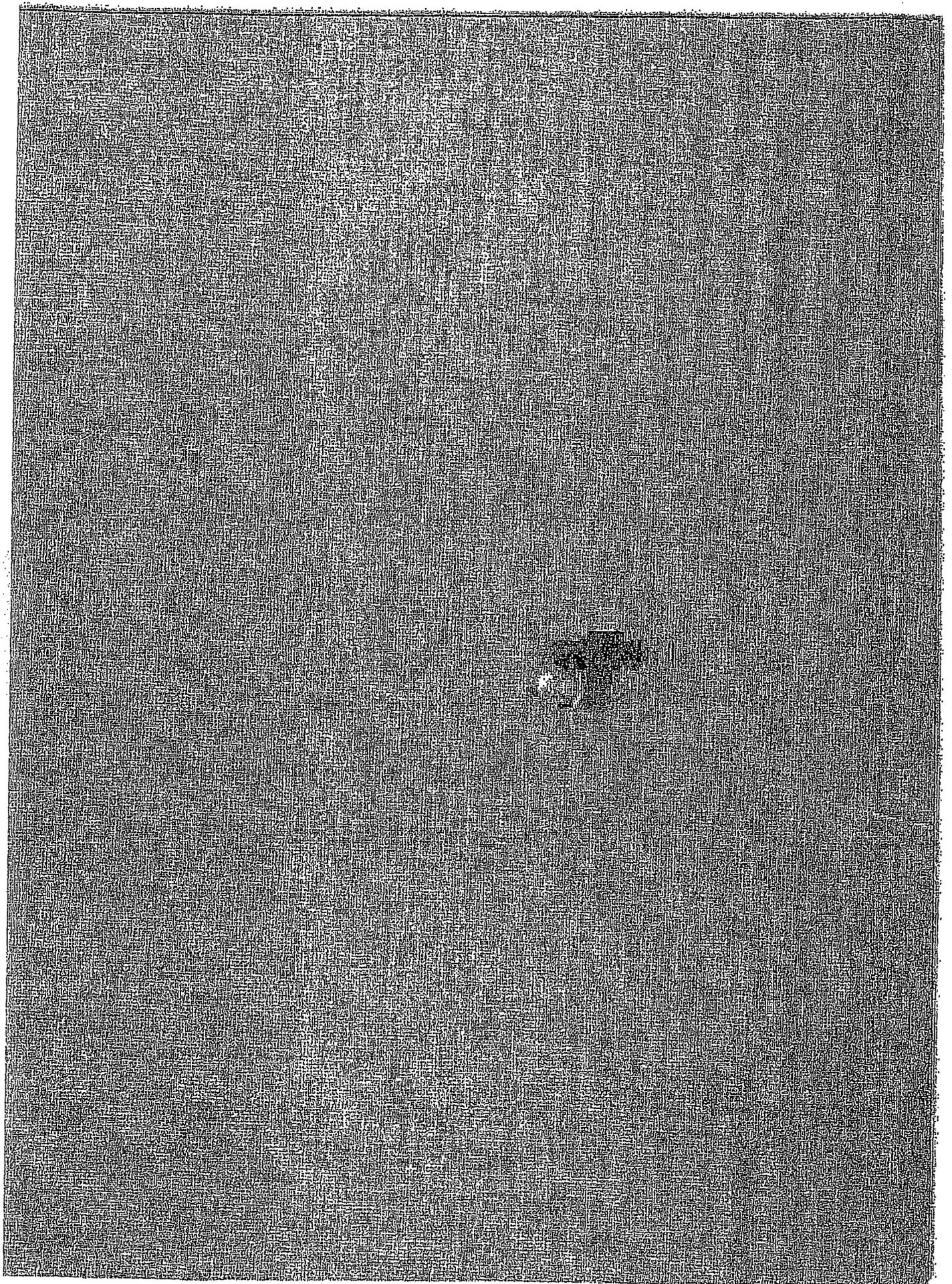
Signature	Printed Name and Address
	Charles Adams 25746 Gold Beach Drive SW Vashon WA 98070

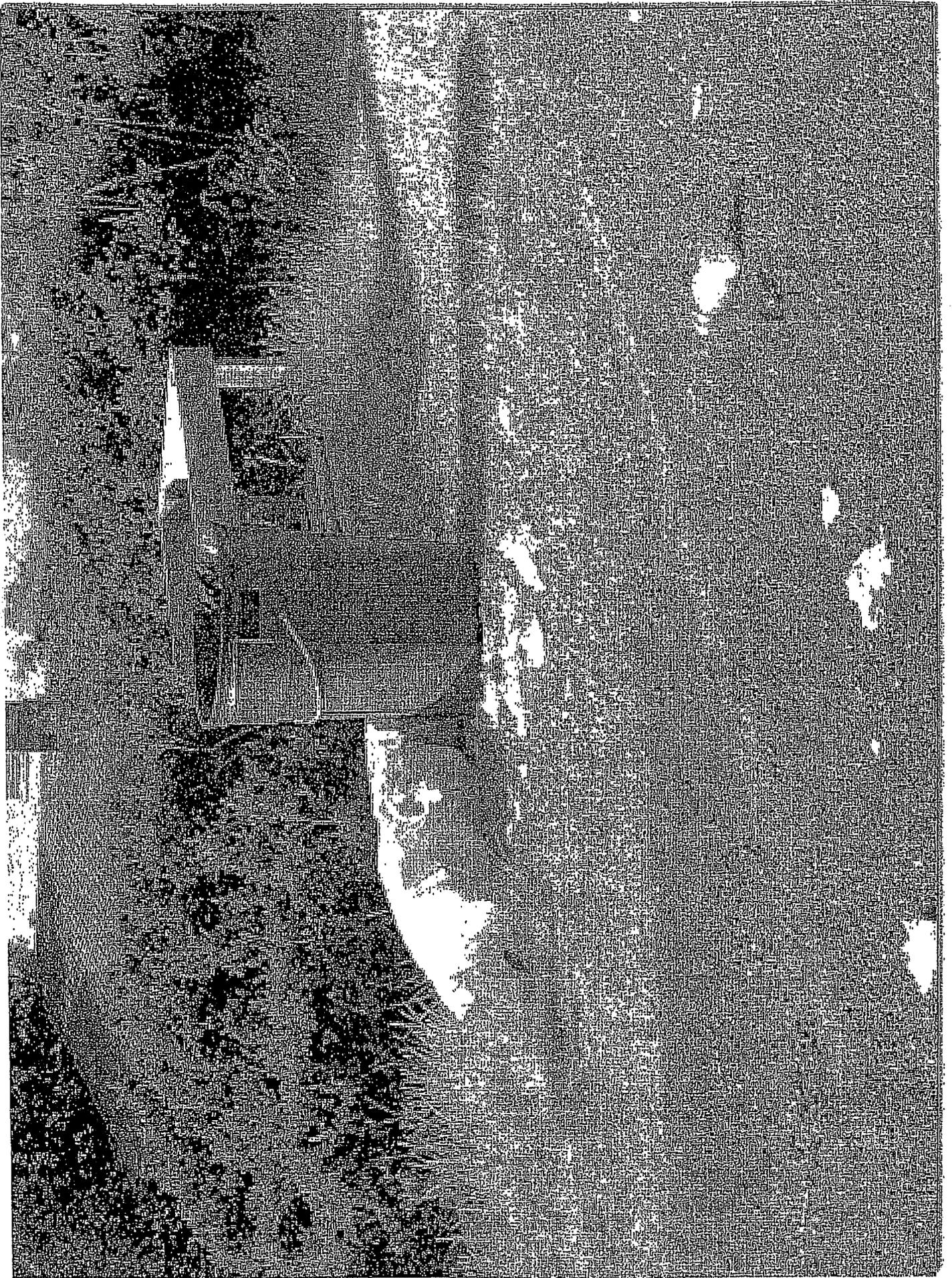
EXHIBIT D:
PHOTOGRAPHS OF WHALE HOUSE













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To: OFFICE RECEPTIONIST, CLERK
Cc: leslie
Subject: Wilkinson, et. al., v. Chiwawa Communities Association. No 86870-1

Good afternoon,

Enclosed please find a Motion from Gold Beach Community Club for leave to file an Amicus Curiae Memorandum in *Wilkinson, et. al., v. Chiwawa Communities Association* No 86870-1. Attached to the Motion is the Amicus Curiae Memorandum. These documents are filed by:

Leslie J. Garrison, WSBA #18040
206-622-9909
leslie@newwaylaw.com

Thank you,
Christopher Bodrie, Paralegal
The Schwarz-Garrison Law Firm
119 1st Ave. S. Suite 320
Seattle WA 98104
(T) 206-622-9909
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paralegal@newwaylaw.com

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