



Sudden Valley Community Association

DOCUMENT REVIEW COMMITTEE
WEDNESDAY, September 17, 2025
ZOOM
3:00 P.M.

1. Call to Order
2. Roll Call
3. Adoption of Agenda
4. 7/23/2025 Draft Minutes Approval
5. Update on submitted draft Board policies
6. Policies to Review
 - 1996.07-Building Permits
 - 2017.4- Association Involvement in Member Property Matters
 - 2018.09-Marina Moorage/Storage License Policy
7. Next meeting- TBD
8. Adjournment



-DOCUMENT REVIEW COMMITTEE

July 23, 2025

Minutes

DATE AND LOCATION: Wednesday July 23, 2025, via Zoom meeting.

CALLED TO ORDER AT: 3:01PM

Roll Call: All members present. Linda Bradley, Taimi Van de Polder and Anne Meador

Staff Members: Spencer Huston IT-Zoom Host

Adopt Agenda: Move to adopt agenda by Director Bradley. Approved unanimously.

Minutes: Move to approve the minutes from June 27, 2025, Director Van De Polder, second by Anne Meador. Approved unanimously.

Update on submitted draft Board policies. The Board President asked me to forward to the GM for review. This has been done and awaiting response for any edits before submitting to the Board.

New Board Policies -Selected three Board policies that needed revision or be rescinded.

- **1996-07 Building Permits**
Bring to the Board. We just need to indicate to them that all the processes for that are now included in the updated ACC Manual. You have the old policy, and you also have the new policy. So that is all we have to do with that one. It is very short.
- **2017.4 Association Involvement in Member Property Matters**
See if we could do a little hunting, and then come back and say, are there any changes, or can it just stay the way it is? Just simply update the date on it.
- **2018-09 Marina Moorage/Storage License** The license language was amended to reflect current procedures and remove outdated portions for the 2025 boat renewal season. Although approved by the BOD the actual policy was not addressed. A copy of the new verbiage was sent to us by Taimi.

Next Meeting: August or later due to Budget and AGM preparation.

Adjourned 3:28M

Submitted by: _____
Linda Bradley, DRC Chair

with assessment of fines based on existing SVCA fees and fines schedule. As a courtesy, Administration may send out notices of time remaining on construction period or extensions one (1) month prior to existing completion date.

Failure to receive a notice from Administration in no way removes the Contractor/Owner from responsibility for a timely request for an extension.

14.7.6 Re-Inspections: Staff will re-inspect work associated with necessary or recommended changes following initial inspection. Costs for repetition of review, without considerable progress or completion, missed appointments, or subsequent inspections due to actions of the applicant for foreseeable problems may be reasonably charged to the property owner for each re-inspection.

14.7.7 Completion of Construction/Time Limits: The construction of any single-family detached residence or addition on any platted property in Sudden Valley, the plans for which are approved by the Committee, must begin within ninety (90) days after approval, and the exterior (including exterior finish and minimum landscaping) and final inspection must be completed no later than twelve (12) months after start of construction.

- a) Failure to commence construction of any single-family residence within ninety (90) days after ACC approval will require that the plan be re-approved by the ACC.
- b) Consistent progress must be made throughout the construction project. The ACC shall specify to the property owner what constitutes a violation under this section and shall issue a Notice of Violation or Non-Compliance which may result in penalties and/or increased construction deposit requirements.

Failure to complete construction by the twelve (12) month deadline can result in penalties (see Section 14.8.9).

14.8 CONSTRUCTION SUBMITTALS:

14.8.1 Process of Approval for Construction of an Addition or a Detached Single-Family Residence: All construction projects undertaken in Sudden Valley are subject to Whatcom County, state, and any other applicable permitting requirements. The ACC recommends that property owners contact Whatcom County for information or requirements for their specific project. For all new single-family homes, permit applications may be made with the Association and Whatcom County concurrently; however, ACC approval and verification of a Whatcom County Building Permit are required prior to construction.

Any and all member(s) delinquent in the payment of annual dues, assessments, special assessments, or any other charges associated therewith shall be suspended from all membership privileges:

- a) Including the ability to submit or have considered, directly or indirectly, plans, specifications, and/or details for improvements to real property, by the Committee, and
- b) The ability to obtain an encroachment permit to perform work within SVCA owned roads, rights of way, parks, greenbelts, or common areas (collectively the “common

areas), to connect to public and private utilities such as water, sewer, etc., or to construct either temporary or permanent improvements within such common areas.

14.8.2 Construction Application: All documents shall be submitted in electronic pdf form in addition to the standard paper submissions. The following items shall be submitted and/or completed at time of application:

- a) SVCA Construction Application and Checklist shall be signed by property owner
- b) Application fee (see Section 14.8.8)
- c) Copy of survey by a licensed surveyor including topography, trees, and square footage (see Section 14.8.10)
- d) Two (2) sets of construction plans (including floor plan, elevations, and finished grade)
- e) Two (2) copies of site plan @ 1"=10' scale (see Appendix I for sample)
- f) Two (2) copies of landscaping plan @ 1"=10' scale
- g) Driveway cross-section, showing road edge to garage slab
- h) One (1) copy of specification sheet including paint chips, roof color, lighting sample
- i) Proof of insurance shall be provided for general aggregate liability coverage (see Section 14.4.1)
- j) One (1) copy of water/sewer availability
- k) Property and building corners must be staked as described in Section 14.8.11.
- l) ALL trees requested for removal must be clearly ribboned and indicated on site plan
- m) Written application for variance, if any
- n) A refundable Completion Deposit is due during permit compliance review meeting (see Section 14.8.9)

14.8.3 Preliminary Review: To help property owners and potential property owners in Sudden Valley avoid unnecessary expenses, the ACC will consider partial submittals for unusual or questionable projects (see Section 14.8.13). These submittals would be for approval "in concept only" and a complete submittal would be required prior to final approval being granted. Any approval of these submittals is non-binding.

14.8.4 Submittal Deadline and Completeness: Plans submitted to the Committee for consideration must be complete as to the content specified below and must be received at least ten (10) working days (excluding holidays) prior to the scheduled meeting of the Committee at which the request is to be considered. A submittal meeting must be scheduled with the Administration Staff.

14.8.5 Other Submittal Requirements: Any individual or company making application for new construction, repair, or substantial remodeling within Sudden Valley shall provide to the ACC:

- a) A current and valid State of Washington General Contractor's license, unless owner-built for owner use in accordance with exceptions to state licensing requirements (see Section 14.4)

Policy No. 1996.17

Date: November 18 Board
Page: 3
Subject: **Building Permits**

POLICY:

To adopt the resolution entitled "Building Permits Delinquent Members" and attached to these corporate minutes.

Attachment: Resolutlon

Canceled/Superseded

Date;

By: Policy No.

1996.17 att 1

Building Permits Delinquent Members

Whereas, limited relief from the District 10 Sewer Moratorium is predicted for 1997,

Whereas, there is no current policy on issuing Sudden Valley building permits to delinquent Sudden Valley members in the SVCA Architectural Control Guidelines, current edition,

Whereas, Art. I, Sec. 2. (a) of the SVCA Bylaws defines a member in good standing as one who is current in the payment of all annual dues, assessments, special assessments and any charges associated there with for each lot owned (emphasis added),

Whereas, Art. III, Sec. 1. of the SVCA Bylaws delegates to the SVCA Board all powers to regulate SVCA policy except those specifically reserved to the members or prohibited by Washington State law (see also Art. III, c. Sect. 16.),

Whereas, Art. I, Sec. 2. (c) of the SVCA Bylaws allows for membership privileges to be suspended for the non-payment of annual dues, assessments, special assessments or any charges associated therewith,

Whereas, Art. III, c. Sec. 22. of the SVCA Bylaws empowers the SVCA Board to impose monetary fines and other penalties for violations of the Bylaws after notice and an opportunity to be heard,

Whereas, Art. III, c. Sec. 19 (a) of the SVCA Bylaws states that all accounts are delinquent if payment in full is not received on the date fixed by the SVCA Board.

Now therefore be it resolved:

1. Any and all member(s) delinquent in the payment of annual dues, assessments, special assessments or any other charges associated therewith as of February 1 1997, shall be and hereby is suspended from all membership privileges:
 - (a) including the ability to submit or have considered, directly or indirectly, plans specifications, and or details for improvements to real property, by the Architectural Control Committee pursuant to its guidelines, current edition;
 - (b) the ability to obtain an encroachment permit to perform work within SVCA owned roads, rights of way, parks, greenbelts, or common areas (collectively the "common areas"), to connect to public and private utilities such as water, sewer, etc., or to construct either temporary or permanent improvements within such common areas.

2. On a monthly basis, the General Manager will furnish the ACC a current listing of delinquent members, and the ACC is directed to refuse to review any and all plans, specifications and/or details for improvements to real property submitted by delinquent members, directly or indirectly, pursuant to this resolution, and to refrain from issuing any encroachment permits.

96-17

1996.17 art 2

3. Notice of this policy and resolution will be given to members via appropriate publication and any member who feels aggrieved may appeal directly to the Appeals Committee of the SVCA Board.
4. Upon payment in full or other agreed method of cure on the delinquency on each lot owned a member will be returned to the status of a member in good standing and this policy and resolution will be of no effect as long as delinquency does not reoccur on each lot owned.
5. This resolution is effective immediately on adoption.

Policy No. 97-

Date of Enactment

11/18/96

Secretary of the Board

[Signature]

Revised Text::

Sudden Valley Community Association maintains a policy of non-involvement in property matters including disputes and transactions between members (owners). While the General Manager or staff may offer or direct members to legally permissible assistance that does not expose the Association to undue liability.

Any guidance shall adhere to all published, properly approved, and legally reviewed Association Guidelines, Policies, Procedures, Rules and Regulations, as well as all applicable federal, state and county statutes, codes and regulations. Any actions outside these bounds are considered unauthorized and contrary to Association policy.

Original Language:

The Sudden Valley Community Association does not and shall not get involved in property matters, including disputes or transactions, between or among Association Members (owners). Should Members desire assistance in such matters, the General Manager may, at the General Manager's discretion, provide them with or direct them to such assistance as is legally permissible, and that does not create an undue risk of legal liability for the Association.

In general, regarding all property matters, including disputes or transactions, between or among Association Members (owners): SVCA, its staff, and every individual Association Member acting under any color of authority from the Association shall adhere to all published, properly approved, and legally reviewed Association Guidelines, Policies, Procedures, Rules and Regulations, as well as all applicable federal, state and county statutes, codes and regulations. Behavior or actions not in such compliance are disavowed by the Association as ultra vires, engaged in without authorization, and contrary to explicit Association Policy or other relevant directive.

Sudden Valley Community Association

Policy: Association Involvement in Member Property Matters

Policy #: 2017.4

Date: October 26, 2017

Page: 1 of 1

Policy:

The Sudden Valley Community Association does not and shall not get involved in property matters, including disputes or transactions, between or among Association Members (owners). Should Members desire assistance in such matters, the General Manager may, at the General Manager's discretion, provide them with or direct them to such assistance as is legally permissible, and that does not create an undue risk of legal liability for the Association.

In general, regarding all property matters, including disputes or transactions, between or among Association Members (owners): SVCA, its staff, and every individual Association Member acting under any color of authority from the Association shall adhere to all published, properly approved, and legally reviewed Association Guidelines, Policies, Procedures, Rules and Regulations, as well as all applicable federal, state and county statutes, codes and regulations. Behavior or actions not in such compliance are disavowed by the Association as ultra vires, engaged in without authorization, and contrary to explicit Association Policy or other relevant directive.

History: Rescinded _____ Superseded/Replaced by Policy # ____



Sudden Valley Community Association

Marina Moorage/Storage License Agreement

For Office Use:

Assigned Wet Slip #: _____ Assigned Dry Slip #: _____

Agreement Signed Copy of Vessel & Trailer Registration Copy of Valid Insurance

Photo Payment Date: _____ Payment Amount: \$ _____

Stickers Issued Access Card Staff Initials: _____ Scanned to AR

Renters Information

Renters Name(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Mailing Address (If different from above): _____

City: _____ State: _____ Zip: _____

Sudden Valley Resident Status (Please Choose One): Owner Renter

Primary Phone #: _____ Secondary Phone #: _____

Primary Email: _____

Secondary Email: _____

Emergency Contact Name: _____

Emergency Cont. Phone #: _____

Emergency Contact Email: _____

Vessel & Trailer Information

Vessel Year, Make & Model: _____

Vessel Color(s) & Logos: _____

Vessel Length: _____ Vessel Width: _____

Are you the registered owner of the vessel you want to store? Yes No

Trailer Year, Make & Model: _____

Boat Trailer Plate State: _____ Boat Trailer Lic. Plate #: _____

Trailer Length: _____ Trailer Width: _____

Are you the registered owner of the trailer you want to store? Yes No

Boat DOL Registration #: _____ Reg. Expiration Date: _____

Insurance Company: _____ Policy Expiration Date: _____

Please note a photo of your vehicle/trailer, copy of current vehicle registration, & copy of proof of valid insurance is required annually at sign-up/renewal.

Please check this box if you would like to join the SVCA Marina Boaters email group!

Marina Agreement, Rules & Policy

LICENSE Terms and Conditions

Subject to the terms and conditions set forth herein, the Sudden Valley Community Association (“Association”) hereby grants an annual license to the Customer for use of an assigned slip. This License is granted subject to the terms and conditions of this License and any Marina Rules and Regulations as they now exist or are from time to time amended. Failure to comply with all terms and conditions of this License and/or the Marina Rules and Regulations may result in termination of this License upon two days notice and opportunity to cure.

1. The annual fee for marina moorage/storage must be paid in full by the annual date set. If payment has not been received by the Association on that date, this License will be terminated. Annual notice of License renewal will be sent before April 1st.
2. This License is granted for the term of one calendar year, commencing on January 1st and ending on December 31st. Customers granted a License at any time during the calendar year will be required to pay the full annual fee.
3. Moorage/Storage fees are reviewed annually by the Board of Directors and are subject to change without notice, effective as of the renewal date, if applicable, of this Agreement. The annual cost will not increase once the license is signed.
4. Lost marina boat launch key cards can be replaced by paying a \$15.00 replacement card fee at the Community Center or Administration Office.

Marina Agreement, Rules & Policy (Continued)

5. Marina Rules and Regulations are incorporated into this Agreement by reference, as though fully set forth herein. The Customer shall be responsible for the expense of any maintenance, repair, or replacement necessary to the Association's property as a result of the activities resulting from the use, storage, or maintenance of the vessel and/or vehicle on Association property.
6. Customer further agrees and covenants that upon nonpayment of fees or Customer's noncompliance with the terms of this Moorage/Storage Agreement, including violation of the Marina Rules and Regulations, the vessel and/or vehicle may be removed forthwith and all costs incurred including, but not limited to, late charges, interest, additional handling, impound, collection costs, attorney fees, and all court costs connected with the collection of the amount due shall be borne by the Customer, in the manner provided by law, and assessed as a special assessment to the Customer's Lot(s) in Sudden Valley.
7. The Customer acknowledges that information provided by the Customer is true, accurate and complete. Customer shall notify the Association of any change in the information, including but not limited to, contact information such as address, phone number, email, etc. Customer agrees to contact the Association when permanently removing the vessel and/or vehicle. No refunds will be given after May 1st.
8. Owner shall not sub-lease or share the slip or storage space.
9. Customer shall comply with RCW 79.100.150 and RCW 79.100.170 with regard to vessels greater than 65 feet and more than 40 years old.
10. Vessels moored in the Marina must be completely without hazardous conditions as determined solely by the Association, and ready for cruising in local waters. Upon approval of the License, the Customer grants permission to the Association, for an on-board inspection of their Vessel by the Association, city, county, state, or federal representatives, or the vessel shall be deemed unseaworthy. Failure to allow such an inspection shall be cause for termination of moorage. Without limiting the foregoing, the Association is under no obligation or duty to undertake any inspection of any vessel. The Association is under no obligation or duty to undertake and inspection of any vessel. The Association may require that the Customer provide, at no cost to the Association, additional information (such as a marine survey) to establish seaworthiness.
11. Any fuel or oil that is spilled into the Marina must be reported immediately to the U.S. Coast Guard National Response Center, Department of Ecology, and the SVCA Administration and Recreation offices.
12. Only vessel and vessel trailers will be allowed to park in designated dry storage areas. Flatbed, utility, and other types of trailers are not permitted in the Marina.
13. Customer shall submit UP TO DATE registration and insurance once the documents on file expire. If this is not completed the access card will be turned off until current documentation is turned in to the Administration Department. This can be done by email to office@suddenvalley.com, bringing the documents to Administration in person, or mailing it to SVCA at 4 Clubhouse Cir., Bellingham, WA, 98229.
14. Customer shall park only in the designated spot, unless permission is given by the Association. Should the boat be found anywhere other than Customer's assigned spot Security/Recreation Department will attempt to notify you. If the boat is not moved in a timely manner, then Security may tow it and or remove it from the water and place it in storage at the Customer's sole cost and expense, which amounts may be assessed as a special assessment again Customer's Lot(s) in Sudden Valley.

Marina Agreement, Rules & Policy (Continued)

15. THE CUSTOMER ACKNOWLEDGES THAT THE ASSOCIATION DOES NOT ACCEPT CUSTOMER'S VESSEL OR VEHICLE FOR BAILMENT OR STORAGE AND SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY MANNER FOR ITS SAFE KEEPING AND CONDITION OF ITS TACKLE, GEAR, APPAREL, EQUIPMENT AND/OR FURNISHINGS. IN PART CONSIDERATION FOR THE GRANTING OF THE LICENSE HEREIN, THE CUSTOMER DOES HEREBY FOREVER, RELEASE AND DISCHARGE, THE ASSOCIATION, ITS BOARD, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES FOR PROPERTY DAMAGE OR PERSONAL INJURY ARISING FROM OR RELATED TO THE PRESENCE OF THE CUSTOMER, VEHICLE, OR THE VESSEL WITHIN THE MARINA EXCEPT TO THE EXTENT AND IN PROPORTION THAT SUCH PROPERTY DAMAGE OR PERSONAL INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF THE ASSOCIATION, ITS BOARD, OR EMPLOYEES. THIS WAIVER AND RELEASE SHALL BE BINDING UPON THE HEIRS, EXECUTORS AND ASSIGNS OF THE CUSTOMER. THIS RELEASE IS A NEGOTIATED TERM OF THE ECONOMICS OF THE LICENSE.
16. IN PART CONSIDERATION FOR THE GRANTING OF THE LICENSE HEREIN, THE CUSTOMER SHALL SAVE, DEFEND AND HOLD HARMLESS THE ASSOCIATION, ITS BOARD, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES FOR PROPERTY DAMAGE OR PERSONAL INJURY ARISING FROM OR RELATED TO THE PRESENCE OF THE CUSTOMER, THE VEHICLE, OR THE VESSEL WITHIN THE MARINA EXCEPT TO THE EXTENT AND IN PROPORTION THAT SUCH PROPERTY DAMAGE OR PERSONAL INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF THE ASSOCIATION, ITS BOARD, OR EMPLOYEES. THIS INDEMNIFICATION AND HOLD HARMLESS INCLUDES CLAIMS BROUGHT BY EMPLOYEES OF THE CUSTOMER AND THEREFORE CONSTITUTES A WAIVER UNDER TITLE 51. THIS INDEMNIFICATION AND HOLD HARMLESS IS A NEGOTIATED TERM OF THE ECONOMICS OF THIS LICENSE.
17. This License Agreement shall be governed by Washington law. Exclusive jurisdiction and venue for any dispute arising under this License shall be the Whatcom County Superior Court. Without limiting the foregoing, the Customer specifically waives any jurisdiction of the federal district court of the right to seek removal to the federal district court. The substantially prevailing party in any action to enforce the terms of this License Agreement shall be entitled to an award of its attorneys' fees and costs.
18. The waiver or failure of the Association to enforce any term or condition of this License Agreement shall not be a waiver of any right to enforce this License Agreement.
19. The Association reserves the right to move/or re-assign the vessel to a different slip or storage location at any time as deemed reasonable necessary by the Association. By way of example, and not limitation, the Association may temporarily relocate the vessel to another slip or to upland storage as necessary to conduct repairs, improvements, or work within the marina. As such, Customer shall store the vessel trailer with SVCA at all times the vessel is located within the marina so that the Association can store the vessel on the trailer if necessary. By way of further example, and not limitation, the Association may re-assign the Customer's vessel from one slip to another at any time.
20. In the event the vessel must be relocated pursuant to Paragraph 19, above, the Association will provide Customer with five days' notice to move the vessel. In the event that the Customer does not timely move the vessel, the Association shall be authorized to relocate the vessel with all costs charged to the Customer's account and/or assessed against its Lot(s) as a special assessment. Additionally, in the event the Association relocates the vessel hereunder, the Customer shall save, defend, and hold the Association from any and all property damage to the vessel during such relocation except for any damage caused by the Association's gross negligence. The Association shall be authorized to relocate the vessel without notice to Customer in the event of an emergency.

Marina Agreement, Rules & Policy (Continued)

21. Each vessel and trailer using wet moorage and dry storage must have a current SVCA decal attached for identification purposes.
22. The Association shall be entitled to terminate this License Agreement, without cause, on twenty (20) days notice to Customer. In the event of such a termination, the association shall reimburse Customer for any previously collected moorage/storage fees.

Your signature below indicates that you have read the terms on the Storage Agreement on the reverse side of this page and understands the terms specified therein.

Printed Name: _____

Signature: _____

Today's Date: _____

How to Complete Your Renewal

Reminder, Don't Forget the Following Items Along with Your Agreement:

- Updated Photo of your vessel (a new photo is required annually).
- Copy of your valid vessel registration.
- Copy of your valid vessel insurance.
- Copy of your valid trailer registration (if you have a dry slip).

How to Return this Form + Your Additional Documents:

- **Bring it in-person** to the SVCA Welcome Center, located at 1850 Lake Whatcom Blvd, Bellingham, WA 98229.
- **Mail it** to SVCA Administration at 4 Clubhouse Cir., Bellingham, WA 98229.
- **Email it** to SVCA Administration at office@suddenvalley.com.

How to Pay:

- **Pay in person** at the SVCA Community Center, located at 8 Barn View Ct., Bellingham, WA 98229.
 - You can pay here by Check, Cash, or Card.
- **Mail a Check to** SVCA Administration at 4 Clubhouse Cir., Bellingham, WA 98229, along with your paperwork.
 - Please make the check payable to "SVCA".

Payment will not be accepted, meaning your renewal/sign-up is not complete, until we have received all necessary documents. Failure to complete your agreement by the renewal deadline may result in the forfeiture of your slip.