



Sudden Valley Community Association

DOCUMENT REVIEW COMMITTEE

WEDNESDAY, October 15, 2025

ZOOM

3:00 P.M.

1. Call to Order
2. Roll Call
3. Adoption of Agenda
4. 9/17/2025 Draft Minutes Approval
5. Policies to Review
 - 1996.07-Building Permits-reviewed and approved
 - 2017.4- Association Involvement in Member Property Matters-modified and approved
 - 2018.09-Marina Moorage/Storage License Policy-review
6. Next meeting- no further DRC 2025 meetings
7. Adjournment



-DOCUMENT REVIEW COMMITTEE

September 17, 2025

Minutes

DATE AND LOCATION: Wednesday September 17, 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.

The policies on Delinquent Accounts and Online Media Policy have been approved by the Board, and the Board Policies have been updated on the website.

Reviewed Board Policies -Selected three Board policies that needed revision or be rescinded.

- **1996-07 Building Permits** - The old policy that is outdated, and we just simply say that it is in the new ACC manual, which will complete all the policies that deal with ACC that are Board policies. I would like to be able to move that forward to the Board if that is okay with both of you. It is just housekeeping that needs to be done.
- **2017.4 Association Involvement in Member Property Matters**
In the original language, they did some strange wording and in the second paragraph repeated the first paragraph. "the SVCA, its staff, and every individual member acting under any color of authority from the association", I do not think we need that in there. I made minor changes, but I would like to submit this red revised text as what we would like that to say. Still have the same title.

If owners feel that something is wrong between what one owner believes and another owner believes, they may come in and speak to the general manager about it. Certainly, he can offer or direct them by what is legally permissible advice or assistance, and that is it.

What I would like to do is send this in, and I will speak to the Board President about that and see if we can get this revised language. Do either of you see anything wrong with it or would you like to add anything to this? If not, I can move this forward.

- **2018-09 Marina Moorage/Storage License**-I would like Taimi to present this since she was part of the revision of the license before it went to the marina users. There is an updated one that I did send you earlier today, Linda, but I did not get a chance to send it to Anne. We took out a lot of stuff, and we updated a lot of stuff. We talked about taking revising the Number 9 and Number 10 that dealt with oversized vessels and determination of seaworthiness. Numbers 15 and 16 had the "all caps" removed.

Since we have not reviewed the correct copy let's move this to our next meeting for review.
There were several areas that were updated and would be good to cover.

Next Meeting: October 15, 2025, 3:00PM.

Adjourned 3:24M

Submitted by: _____
Linda Bradley, DRC Chair

DRAFT

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: SVCA Marina Storage
Policy #: 2025.
Date: TBD

Marina Agreement, Rules & Policy

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. Annual notice of License renewal will be sent in January of 2026. The annual fee for marina moorage/storage must be paid by February 28th. If payment has not been received by the Association on that date, this License will be terminated.
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, 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 Recreation Department.
5. Marina Rules and Regulations Section 10. Use of the Marina, 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 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, 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 charged as a fee 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 in writing 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. Vessels moored in the Marina must be completely without hazardous conditions as determined solely by the Association, and ready for cruising in local waters. The Association may require that the Customer provide, at no cost to the Association, additional information (such as a marine survey) to establish seaworthiness.

10. Any fuel or oil that is spilled into the Marina must be reported immediately to the Recreation Center and/or Administration.

11. 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.

12. 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 Recreation Center. This can be done by email, fax, or in person.

13. Customer shall park only in the designated spot. Should the boat or trailer be found anywhere other than Customer's assigned spot Security/Recreation Department will attempt to notify you. If the boat is not moved upon notification then Security may have it towed or removed from the water and placed in storage at the Customer's sole cost and expense, which amounts may be charged as a fee against Customer's Lot(s) in Sudden Valley. (Note vehicles not parked within the Marina may not be parked outside of an approved garage, carport, or other appropriately screened area on any residential property for longer than 725 hours as per SVCA rules and regulations 2.3).

14. The Customer acknowledges that the Association shall not be liable or responsible in any manner for the safekeeping of the vessel it's 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, it's 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's Vehicle, or 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, it's 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.

15. 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, it's Board or Employees. This indemnification and hold harmless is a negotiated term of the economics of the License.

16. 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 or 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.

17. 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.

18. In the event vessels or trailers need to be relocated due to Marina repairs, improvements or work within the Marina, Customer shall be given as much notice as reasonably possible. In the event Customer does not move the vessel within the given timeframe, the Association shall have the vessel/trailer relocated at the owner's expense and costs added to the Customer's account associated with the property listed on the Agreement. In the case of an immediate emergency where immediate relocation is necessary, should the Customer not be able to relocate the vessel/trailer, the Association will have the vessel relocated and will notify the Customer, with costs being charged as a fee against the Customer's lot(s) in Sudden Valley.

19. Each vessel and trailer using wet moorage and dry storage must have a current SVCA decal attached for identification purposes.

History: Rescinded: _____ Superseded/Replaced by Policy_____