

GOVERNING DOCUMENTS

SUDDEN VALLEY COMMUNITY ASSOCIATION
BELLINGHAM, WASHINGTON 2014



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ARTICLES OF INCORPORATION

We, the undersigned persons, acting as the incorporators of a corporation under the provisions of the Washington Non-Profit Corporation Act, (Revised Code of Washington, 24.03), adopt the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation shall be SUDDEN VALLEY COMMUNITY ASSOCIATION (amended on 11-20-75).

ARTICLE II

The period of duration of the corporation shall be perpetual.

ARTICLE III

The purposes for which this corporation is organized are as follows:

1) To acquire and hold title in trust to the common areas within the platted area of the Sudden Valley Development in Whatcom County, Washington, for the benefit of all lot owners and condominium owners, which original facilities and common areas shall be transferred to said corporation by Sudden Valley, Inc., the developer of the Sudden Valley properties.

2) To establish and collect assessments against each member of the corporation to provide for maintenance and operation of all the common areas and facilities transferred to it within the Sudden Valley Development for the mutual benefit of all its members. Minimum monthly dues of Nine Dollars (\$9.00) shall be assessed and collected against each lot and condominium to provide the funds required to maintain and control all roads, parks, reserve areas, community beach areas and recreational areas, and to provide for architectural and building controls within the limitations of the Restrictive Covenants of the plats of the Sudden Valley Development, and to provide and pay all taxes and assessments, if and when levied by the State or any municipal corporation on said community facilities, and to provide and pay for a security guard and patrol at all times on said property.

3) To engage in social and community activities, including the development, construction, maintenance and operation of any other community facilities within the area of the Sudden Valley Development, subject to applicable provisions of these Articles and of the By-Laws of this corporation.

ARTICLE IV

The corporation shall have all powers provided for non-profit corporation under Section 24.03.035 of the Revised Code of Washington, except that said corporation shall have no power to sell real property or real property interests held in trust by it for the benefit of all lot and condominium owners.

ARTICLE V

The corporation shall have one class of members, which shall be all lot owners and condominium owners within the Sudden Valley Development. The owner of each lot or condominium shall have one membership for each lot or condominium owned and shall be entitled to vote on each lot or condominium owned provided, however, that if two or more lots are bound together by an Irrevocable Covenant to Bind Lots and Forfeit Membership(s) in the form prescribed by the corporation’s Board of Directors, and in the manner prescribed in the corporation’s Bylaws, they shall be deemed to be one lot for the purposes of membership, voting, dues and assessments (amended 6-24-00). Each and every lot owner and condominium owner within the Sudden Valley Development shall be required to become and remain a member of this corporation and be required to abide by its Articles, Bylaws, and Rules and Regulations.

ARTICLE VI

The address of the initial registered office of the corporation shall be 409 Bellingham Nat’l. Bank Bldg., Bellingham, WA.

The name of the initial registered agent of the corporation shall be J. Kevin Downes, 1501 Eldridge, Bellingham, Washington (amended on 6-7-80)

ARTICLE VII

The number of Directors shall be not fewer than three (3) nor more than fifteen (15) (amended on 11-20-75) and the initial Board of Directors of the corporation shall be five (5) Directors. The names and addresses of the persons who are to serve as the initial Directors of the corporation and their initial terms of office are as follows:

Position 1:

Jack Phillips
1295 East Long Drive
Burnaby, B.C. Canada
One Year

Position 2:

Ray Williams
No. 4, 7166 Ash Crest
Vancouver, B.C. Canada
Two Years

Position 3:

Roy Sofield, D.D.S.
Sudden Valley
Bellingham, WA 98225
Two Years

Position 4:

Mike Sofie
Sudden Valley
Bellingham, WA 98225
Three Years

Position 5:

Fred DeMeule
202 1441 St. George Ave.
North Vancouver, B.C. Canada
Three Years

Sudden Valley, Inc., or its successors as assigns, shall have the right to select one Director, Position Number 4, so long as Sudden Valley, Inc., or its successor owns property within this development.

ARTICLE VIII

The names and addresses of the incorporators are the same as the Board of Directors, as set out above.

ARTICLE IX

In the event the corporation is dissolved, the net assets of the corporation shall be distributed in joint ownership to all lot owners and condominium owners in the Sudden Valley Development.

Dated this 2nd day of August, 1973.

(Mike Sofie)
(Dr. Roy Sofield)
(J.A. Phillips)
(A.J. DeMeule)
(Ray D. Williams)

RESTRICTIVE COVENANTS

The following Restrictive Covenants are applicable to all Sudden Valley platted lots. Some later platted divisions may contain more restrictions. Please refer to Restrictive covenants for specific divisions, which are on file in the Association offices. The Restrictive Covenants specific to your Division should have been received upon purchase of your lot or condo. If not, contact your title company. The following generic Covenants are reprinted here for your reference and convenience.

Sudden Valley Community Club, Inc., was renamed Sudden Valley Community Association November 20, 1975.

THIS INDENTURE and Declaration of Covenants Running with the Land, made this 28th day of October, 1969, by Sudden Valley, Inc., a Washington corporation,

WITNESSETH:

WHEREAS, said party is the owner of Sudden Valley Divisions, an addition to Whatcom County, Washington, as recorded in the records of Whatcom County, which property is located in Whatcom County, Washington, and

WHEREAS, it is the desire of said party that said covenants be recorded and that said restrictive covenants be thereby impressed upon said land, now, therefore,

IT IS HEREBY MADE KNOWN THAT said party does by these presents make, establish, confirm and hereby impress upon Sudden Valley Division—, an addition to Whatcom County, Washington, which property is all located in Whatcom County, Washington, the following Restrictive 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. These Restrictions shall apply to subdivided, numbered lots only, other than the exempt lots, and are specifically excluded from application to said exempt lots and to other lands designated on the Map as parcels or as lands of Declarant, which exempt lots, parcels and lands are intended for future commercial, multiple dwelling, single-family residence, or recreational uses, as designated on Sudden Valley Divisions as recorded.

2. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Unit and the Subdivision to which they are applicable, as herein provided, and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns; and shall as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Unit and Subdivision and their respective owners. Restrictions substantially the same as those contained herein shall be recorded on all future recorded tracts of the Subdivision in conformity with the general scheme of improvement of all lands to be included therein; provided, however, Declarant, for a period of five years from date hereof, shall have the right to amend these restrictive covenants in order to conform generally with the over-all development and improvement plan for the lands herein described and other lands of Declarant to be ultimately included within divisions of Sudden Valley, and may further be amended by Declarant

pursuant to requirements of any city, county, state or other governmental agency. Thereafter, these restrictions may be amended at any time by written consent of two-thirds of the record owners of the lots contained within the subdivisions of Sudden Valley.

3. 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. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn or any other out-buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

4. All plans and specifications for any structure or improvement whatsoever to be erected on any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof, and any remodeling, reconstruction, alterations or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Architectural Control Committee (herein called "Committee"), as the same is from time to time composed.

No trees, shrubs, bushes or other natural growth shall be removed from any lot without the written approval of the Architectural Control Committee, and all plans for such removal shall be submitted in writing to such Committee.

The Architectural Control Committee shall initially be composed of K.A. Sanwick, Jr., R.C. Marcy and J.R. McGowan. The number of members and the identity of individual members on such Committee may be changed, altered and/or modified by the Declarant at any time. Said changes, alterations and/or modifications shall be deemed to take effect upon the recordation of the statement to said effect which has been fully executed by the Declarant, or his successor in interest.

There shall be submitted to the Committee at 1200 Penny Building, 2200 6th Ave., Seattle, Washington, 98111 (2145 Lake Whatcom Blvd., Bellingham, Washington, 98226), or at such other address as the Committee may designate by an instrument recorded and executed by a majority of the Committee then in existence, two (2) complete sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting.

As a means of defraying its expenses, the Committee may institute and require a reasonable filing fee to accompany the submission of plans to it. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations.

The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof or shall notify the person submitting them that an additional period of time, not to exceed thirty (30) days, is required for such approval or disapproval. Plans, specifications and details not approved or disapproved within the time limits provided herein shall be deemed approved as submitted. One (1) set of said plans and specifications and details with the approval or disapproval, endorsed thereon, shall be returned to the person submitting them, and the other copy thereof shall be retained by the Committee for its permanent files.

The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of this Declaration; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. The Committee shall by rule adopt building setback requirements as to each lot, and such rules shall be binding.

5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

6. Any dwelling or structure erected or placed on any lot in any subdivision shall be completed as to external appearance, including exterior finish within 9 months from date of start of construction.

7. No sign of any kind shall be permitted on any lot, except one professional sign of not more than one square foot, listing the name of the owner of said lot.

8. 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 purpose.

9. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. No outside incinerators or other equipment for the disposal of such material shall be used.

10. No walls of any kind shall be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

11. Every effort shall be made by the owner not to disturb natural conditions of the lot as to trees, shrubs, bushes or other ground cover except as hereinbefore provided with the consent of the Architectural Control Committee. Original clearing by the Declarant prior to or for the purposes of sale of a lot shall not constitute a violation of this covenant.

12. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of Whatcom County and the Architectural Control Committee. Approval of such system as installed shall be obtained from such authority. Provided, however, that if an individual sewage disposal system is permitted pursuant to the foregoing and thereafter a general sewer system is installed and operating, then in that event, each lot owner shall be required to make use thereof and terminate his use of an individual system.

13. All lots, whether occupied or unoccupied, and all improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of

unattractive growth on such lot or the accumulation of rubbish or debris thereon. No improvement that has been partially or totally destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than three months from the time of such destruction.

14. The Committee may allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Unit or Subdivision.

15. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

16. There shall be easements for roads, for ingress and egress, for all lot owners of the said plat on all roads as shown on the plat referred to above, as well as on any plat or plats hereafter recorded by the Declarant covering adjacent property. No lot shall have or maintain direct access to any county or public road; each lot is further subject to utility easements over three (3) feet on each side lot line and five (5) feet on each rear lot line and as otherwise shown on the face of the plat. Declarant, its successors and assigns, shall construct all roads shown on said plat or plats, and shall provide community beaches, park areas, reserve areas, and maintain such facilities until the same are conveyed to Sudden Valley Community Club, Inc., a non-profit corporation to be formed. Thereafter, said Club shall maintain and operate said facilities together with such additional recreational or other facilities as Declarant may convey to the Club. Said Club shall have the power to charge and assess its members on an equitable basis for the operation and maintenance of said facilities provided by the Declarant and to charge and assess its members on an equitable basis for such additional recreational or other facilities as shall be duly authorized by its membership for the mutual benefit of all its members. Land and/or lots of the Declarant, its successors and assigns, within said plat, which shall be used for or devoted to recreational purposes, and all unplatted land of Declarant shall not be subject to assessment or charges by the Sudden Valley Community Club, Inc., on a land area basis, but only on a reasonable use of facility basis. In addition to the other obligations of the Community Club and its members as set forth herein, it shall also be their duty to maintain a security guard and patrol at all times and pay the costs thereof. Minimum monthly dues and/or assessments for each member shall be Nine Dollars (\$9.00), and said dues and/or assessments shall commence January 1, 1970, or later at the discretion of the Declarant. Such assessments shall constitute liens on the real property and may be foreclosed as provided by law. Each lot owner shall be required to become and remain a member of the Community Club and abide by its Articles, Bylaws and Rules as the same initially shall exist and from time to time be changed. Declarant's unsold lots shall not be subject to assessment or dues.

17. 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 (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. No television or radio antennas of any kind shall be permitted on any lot or structure. The Federal Telecommunication Act of 1996 overrides this regulation.

19. It is the intent and obligation of the Declarant to convey title to the real property comprising the roads to the Sudden Valley Community Club, but said Club shall be restricted in its right to convey same and must hold and maintain same for the benefit of all lot owners. Beneficial Title only shall be in all lot owners. Said Club at all times must maintain an adequate reserve fund out of assessment and/or dues as specified in paragraph 16 for such road maintenance. The amount of such reserves shall be fixed by an independent engineer and each year certified by the Club to all Club members.

20. Notwithstanding anything heretofore stated to the contrary, any party who acquires title to any portion of the subject property by a foreclosure against the Declarant or by Deed in lieu of foreclosure from the Declarant succeed to, and have the same rights as are heretofore granted to the Declarant.

21. Enforcement shall be by proceeding 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.

Dated this 28th day of October, 1969.

Sudden Valley, Inc.

By K.A. Sanwick, Jr., President.

By F. Robert Lee, Secretary.

AMENDMENT TO SUDDEN VALLEY COVENANTS

This Amendment of Covenants Running with the Land, made this 19th day of October, 1971, by Sudden Valley, Inc., a Washington corporation. The Sudden Valley Covenants are hereby amended so as to provide the following:

1. The lien of the assessments provided for in paragraph 16 of the Restrictive Covenants heretofore recorded shall be subordinated to the lien of any first mortgage (now or hereafter placed on any lot). Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot that is subject to such first mortgage pursuant to a decree of foreclosure under such mortgage or in lieu of foreclosure thereof shall extinguish the lien of such assessments as to payments thereof that become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for assessments thereafter becoming due or from the lien thereof.

2. All permanent utility service shall be underground exclusively.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and corporate seal the day and year first above written.

Sudden Valley, Inc.

By E.C. Mower, President

By F. Robert Lee, Executive Vice President.

SVCA BYLAWS

ARTICLE I NAME, MEMBERSHIP AND DEFINITIONS

Section 1. Name. The name of the Association shall be Sudden Valley Community Association (hereinafter referred to as the "Association").

Section 2. Membership. The membership of the Association shall be described as follows:

(a) A "member of the Association" is defined as any person(s), corporation, partnership, trust or any other legal entity who owns all or a part of an interest in one or more lots in Sudden Valley to which membership is appurtenant. A purchaser under contract to purchase an interest in a lot shall be deemed the owner for membership purposes. A member "in good standing" is any person who is current in the payment of all annual dues and assessments and all special assessments, any charges associated therewith for each lot owned, as well as any and all use fees and monetary fines or penalties established pursuant to these Bylaws. *(Approved at 2013 AGM)* "Current in the payment" is defined as having made payment in full, or pursuant to such other special and specific terms as may be stipulated to in writing by the Board, within thirty (30) days of the due date. *(Approved at 2013 AGM)*

(b) The membership shall consist of and be limited to the owners of lots in Sudden Valley who shall have one membership for each lot. No lot, whether owned by one or more persons, corporations, partnerships, trusts or any other entities, shall have more than one membership per lot. In the event of multiple owners of a lot, votes and rights of use and enjoyment shall be as provided in the Restrictive Covenants, these Bylaws, the Rules and Regulations, and resolutions adopted by the Board of Directors (hereinafter referred to as the "Board"), but in no event shall more than one vote be cast for each membership.

(c) No membership privileges shall be suspended; except for nonpayment of annual dues and assessments, special assessments or any charges associated therewith. Membership shall be appurtenant to ownership of a lot and no member may withdraw except upon transfer of title to the real property to which it is appurtenant.

(d) Each member shall remain personally obligated to pay all annual dues, assessments, special assessments, and any charges associated therewith accruing during his/her ownership of the lot without regard to forfeiture of the rights and privileges of membership in the Association as provided herein.

(e) Each member shall be subject to the provisions of the Restrictive Covenants, the Articles of Incorporation, these Bylaws and the Rules and Regulations including the personal liability for the payment of all annual dues, assessment, special assessments, and any charges associated therewith. Publication in the newsletter of the Association of amendments to the Rules and Regulations approved by the Board shall be deemed official notice. Non-receipt by a member shall not constitute a release from compliance.

(f) Upon sale of a lot or at the time when a contract to purchase has been entered into, the membership appurtenant to the lot shall become the property of the new owner or contract purchaser (hereinafter collectively referred to as "New Owner"). Only the New Owner shall be entitled to the privileges and rights of membership in the Association. At the request of the New Owner, who shall provide satisfactory proof of ownership, the Secretary shall change the Association records to reflect the new ownership. Unless otherwise provided herein, the New Owner may exercise all of the rights and

privileges of membership in the Association and shall be subject to all of the liabilities of membership from the time the New Owner becomes the record owner of the lot.

Section 3. Definition. Unless prohibited by the context, certain words used in these Bylaws or in any amendment thereof shall have the meaning set forth herein.

- (a) "Association" shall mean and refer to Sudden Valley Community Association, a non-profit Washington corporation, its successors and assigns.
- (b) "Bylaws" shall mean the Bylaws of Sudden Valley Community Association.
- (c) "Common Property" shall mean any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the owners.
- (d) "Director" shall refer to a duly elected member of the Board of Directors of the Sudden Valley Community Association.
- (e) "Lot" shall refer to any platted lot within the Plats of Sudden Valley recorded in the office of the Auditor of Whatcom County, whether or not improvements are constructed thereon, which constitutes or will constitute, after construction of improvements, a single-family dwelling site as shown on the plat of the community, or any amendments thereto. A "lot" shall also refer to a single-family condominium unit in a multi-family condominium complex within the Sudden Valley Development and shall also refer to a single-family dwelling site composed of two or more of the platted lots in the Sudden Valley Development, which have been bound together by an Irrevocable Covenant to Bind Lots and Forfeit Membership(s) in the form prescribed by the corporation's Board of Directors and in the manner prescribed in the corporation's Bylaws. The ownership of each lot shall include, and there shall pass with each lot as an appurtenance thereto, whether or not separately described, all of the right, title and interest of an owner including, without limitation, membership in the Association.
- (f) "Majority" shall mean those eligible votes, owners, or other groups as the context indicate totaling more than fifty percent (50%) of the total eligible number.
- (g) "Mortgage" shall mean any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.
- (h) "Mortgagee" shall mean the holder of a mortgage.
- (i) "Owner" shall mean the record owner of a lot, whether one or more person, corporation, partnership, trust or any other legal entity, who holds fee simple title, provided, however, that a contract purchaser or vendee on a real estate contract for purchase of a lot shall be deemed the "owner" for the purposes hereof.
- (j) "Person" shall mean any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other legal entity.
- (k) "Budget" shall mean a consolidated consideration and explicit determination of (i) all operational expenses, (ii) reasonable expectable operational income, and (iii) all capital reserve funding as required by the Restrictive Covenants and recommended by the periodic capital reserve studies mandated by prudent business practice and the laws of Washington state. *(Approved at 2013 AGM)*

ARTICLE II

ASSOCIATION: MEETINGS, QUORUM, VOTING

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or such other suitable place convenient to the members as may be designated by the Board.

Section 2. Annual and Special Meetings. The Board shall set the annual meeting to occur on the first Saturday of November of each year to commence at 1:00 p.m. The President shall have the authority to call special meetings of the Association. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Board or upon a petition signed by members having ten percent (10%) of the votes in the Association, said petition specifying the purpose of the special meeting. The President, upon receipt of the petition, shall cause notice to be given as herein provided for a special meeting to be held within sixty (60) days of the President's receipt of the petition.

Section 3. Notice of Meeting. It shall be the duty of the Secretary to mail or cause to be delivered to each member, at the address set forth in the Association's records, a notice of each annual or special meeting of the Association stating the date, time and place of such meeting, and the agenda for the meeting as adopted by the Board of Directors. In addition, all matters to be presented for a vote of the members at any general or special meeting shall be generally described in the notice. No business shall be transacted at any general or special meeting except as stated in the notice. The mailing or delivery of a notice of a meeting in the manner provided in this section shall be considered service of notice. Notices shall be served personally or deposited in the United States Mail, with postage thereon prepaid, not less than thirty (30) nor more than fifty (50) days prior to the date of the meeting. Additionally, notice of each annual or special meeting shall be posted on the bulletin board of the Association.

Section 4. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member or submission of a mail-in ballot shall be deemed waived by such member of notice of the meeting, unless such member specifically objects to lack of proper notice at the time the meeting is called to order.

Section 5. Quorum. The presence of fifty (50) eligible members shall constitute a quorum at the general meeting and all special meetings of the Association. Once a quorum is established at a meeting, a quorum shall be deemed to exist throughout the meeting regardless of whether a quorum shall cease to exist.

Section 6. Adjournment of Meeting. If any meeting of the Association cannot be held because a quorum is not present at such time as the meeting is called, the meeting shall be automatically continued to a specified time and place to occur within thirty (30) days of the initially scheduled meeting. The required quorum at the adjourned meeting shall be fifty (50) members. At such adjourned meeting, no business shall be transacted other than the business which was originally scheduled to be considered at the meeting originally called.

Section 7. Voting.

(a) A member shall be entitled to one vote for each lot which he/she owns which is current in the payment of all annual dues, assessments, special assessments, and any charges associated therewith.

(b) At duly constituted meetings, each member in good standing may vote for candidates for the Board, candidates for the Nominations and Elections Committee, and any other issues as determined by the Board. This vote shall be by mail-in ballot or in person at the meeting based on the number of lots owned. All members, including those who are not in good standing, may vote on the proposed budget in person or by mail-in ballot. All members may vote in person on procedural issues raised at any meeting. Voting for election of candidates to the Board and the Nominations and Elections Committee

shall also be subject to the terms otherwise set forth in these Bylaws. No member shall be entitled to cumulate votes.

(c) If a lot is owned by two or more persons, the several owners shall designate one person to cast the vote for each lot so owned. If a lot owner owns more than one lot, such owner may cast one vote for each lot owned. A corporation, partnership, trust or other legal entity which owns an interest in any lot must designate one person to cast the vote for each lot owned. Each person who has the right to cast the one vote for each lot owned shall be called the voting member. The voting member is hereby designated as the proper party to receive notices of meetings and other notices as provided hereunder. The Association shall designate the voting member for each lot which has failed to designate a voting member on its behalf.

(d) Any member entitled to vote in the election of Board members may cast a vote in person or by mail-in ballot, provided that:

(i) The ballot is on a form authorized by, and the original provided by, the Nominations and Elections Committee; and

(ii) The ballot is sent in a special recognizable envelope with the signature and division and lot number of the member on the outside with only one (1) ballot sealed inside and enclosed in a separate ballot envelope to the Chairman of the Nominations and Elections Committee. All mail-in ballots must be received by the day prior to the election in order to be valid.

(e) The Association shall not be allowed to cast votes for lots owned by it.

Section 8. Conduct of Meetings. The President, or his/her designee, shall preside over all meetings of the Association. The Secretary shall keep minutes of the meeting and record in the Minute Book all resolutions adopted at the meeting as well as a record of all transactions occurring during the meeting. The Association shall have a parliamentarian, who is not a member of the Association, present at any meetings of the Association where a vote of the membership may be taken. The latest edition of the Roberts Rules of Order shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws and any special rules of order or resolutions the Association may adopt.

**ARTICLE III
BOARD OF DIRECTORS: COMPOSITION, MEETINGS, POWERS**

A. Composition and Selection.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board in which all powers of the Association shall be vested unless otherwise provided herein. The directors shall be members in good standing of the Association; provided, however, no person from the same household or persons who jointly own Sudden Valley property may serve either as a voting or nonvoting member of the Board at the same time.

Section 2. Number of Directors. The Board shall consist of nine (9) voting directors who shall be members in good standing throughout their respective terms in office. In addition, the Board shall be composed of the following non-voting members:

- (a) The Chairperson of the Architectural Control Committee; and
- (b) The Chairperson of the Nominations and Elections Committee

Section 3. Nominations of Directors. Nomination and election of members to the Board shall be governed by the following:

(a) Nominations and Elections Committee shall solicit nominations of eligible candidates for the Board at least ninety (90) days prior to the annual meeting and at any other times when a vacancy occurs, at least thirty (30) days prior to appointment by the Board. At least sixty (60) days prior to the annual meeting, any member may present to the Nominations and Elections Committee names of nominees to serve on the Board provided that written consent to serve accompanies each nomination.

(b) In order to be eligible for election to the Board of Directors, a candidate must be a member in good standing and remain so and, at least sixty (60) days prior to the annual meeting, must submit to the Nominations and Elections Committee a Disclosure of Interest Statement in the form prescribed by the Committee containing such information as the Committee may request concerning the business and financial interests of the candidate together with an agreement to disclose potential conflicts of interest in any action under consideration by the Association and to abstain from voting on any motion affecting that interest.

(c) No member shall be eligible for election to the Board for more than two (2) consecutive terms, plus the unexpired portion of a term to which he or she is appointed provided that it does not exceed one (1) year. After the expiration of one (1) year, the member shall again be eligible for election to the Board.

(d) All eligible candidates shall have an equal opportunity to communicate their qualifications to members and to solicit votes.

(e) The Chairperson of the Nomination and Elections Committee shall submit to the membership the names of all eligible candidates along with a mail-in ballot at least thirty (30) days prior to the annual meeting.

(f) The Nominations and Elections Committee shall supervise the handling of mail-in ballots, count all ballots and submit a written report to the President of the Board detailing the results of the election, including new members of the Nominations and Elections Committee, and any issues raised on the floor at the meeting.

(g) No candidate for election to the Board of Directors, the Nominations and Elections Committee, nor members of their families or their households, shall assist in the counting of the votes.

Section 4. Election and Term of Office. Directors shall be elected and hold office as follows:

(a) All eligible members of the Association shall be entitled to vote in the manner set forth in these Bylaws for all directors to be elected, and the candidate(s) receiving a plurality vote shall be elected. No more than three (3) directors shall be elected each year, except when additional directors are necessary to fill vacancies otherwise existing on the Board.

(b) The term of office of each director shall be three (3) years or until their respective successors have been elected by the Association, provided, however, that a director who has replaced a director who has resigned or otherwise ceases to be a member of the Board except as provided in Sections below, shall serve until the conclusion of the following annual meeting of the Association and until a successor is elected. In the election of two (2) or more directors, the candidates receiving the most votes shall be awarded the longest available term. Newly elected directors shall take office immediately following the annual meeting of the membership.

Section 5. Removal of Directors. At any regular or special meeting of the Association duly called, any one or more members of the Board may be removed, with or without cause, by a two-thirds vote of the members voting in person or by mail-in ballot, and a successor may then be elected to complete the term of office of the removed director. A director whose removal will be considered at the annual meeting shall be given at least ten (10) days written notice thereof and shall be given the opportunity to be heard at the

meeting. A director whose removal will be considered at any special meeting of the Association shall be given written notice thereof in accordance with Article II, Section 3 of these Bylaws and shall be given an opportunity to be heard at the meeting.

Any director who has three (3) consecutive absences unexcused by the President from Board meetings or four (4) absences unexcused by the President; from board meetings during the fiscal year shall automatically be removed from the Board. A Board member who has violated the Restrictive Covenants, Bylaws or Rules and Regulations, or who has failed to pay any annual dues assessments, special assessments, fines or charges associated therewith within thirty (30) days of the due date may be removed from the Board by a vote of the majority of the remaining Board members. A Board member shall be automatically suspended from participating as a Board member when charged with a gross misdemeanor or felony which suspension shall continue until the case is disposed of, provided, however, that conviction will result in the Board member being automatically removed from the Board.

Section 6. Vacancies. If a director resigns or otherwise ceases to be a member of the Board, excluding the removal of a director as set forth in Section 5 above, the Board shall immediately request the Nominations and Elections Committee to submit not less than two (2) nominees to fill the vacancy. The remaining directors shall, by majority vote, elect a successor(s) from the nominees who shall serve until the conclusion of the following annual meeting of the Association. The Board shall fill any such vacancy within sixty (60) days.

B. Meetings.

Section 7. Organizational Meeting. The first meeting of the members of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be determined by the Board. The purpose of the organizational meeting will be for the purpose of electing officers.

Section 8. Regular Meetings. Regular meetings of the Board shall be held at the principal office of the Association or at such other suitable place at a time as shall be determined by the majority of the directors. At least four (4) such meetings shall be held during each fiscal year. If such meetings are scheduled by the Board on a routine basis, notice of the prearranged schedule shall be given and no further notice need be given. Alternately, at least forty-eight (48) hours prior to each meeting, the Secretary shall give each Board member notice of the meeting and shall provide public notice, including the agenda, by posting the same at the Association office.

Section 9. Special Meetings. Special meetings of the Board may be held when requested by the President or by a majority of the Board. At least forty-eight (48) hours prior to each meeting, the Secretary shall give each Board member notice of the meeting and shall provide public notice, including the agenda, by posting the same at the Association office.

Section 10. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be valid as though taken at a meeting duly held after regular call or notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice, or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting, before or at its commencement, about the lack of adequate notice.

Section 11. Quorum of the Board. At all meetings of the Board, a majority of the voting directors shall constitute a quorum for the transaction of business, and the votes of a majority of the voting directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. In exceptional circumstances which make it extremely difficult or impossible for a quorum to be present, the President shall have the authority to allow the Board to conduct its meeting by means of a conference telephone or other communications equipment which allows all persons participating in the meeting to communicate with each other at the same time, so long as a quorum of directors are present either in person or via communications equipment as specified herein. In all other instances, if any meeting cannot be held because a quorum is not physically present, a majority of the voting directors who are present at such meeting may adjourn the meeting to a time not less than five (5) and not more than thirty (30) days from the date thereof. When the meeting is reconvened, any business which might have been transacted at the original meeting may be transacted without further notice.

Section 12. Compensation. No director shall receive any compensation from the Association for acting as a director unless approved by a majority of the membership.

Section 13. Open Meetings. {RCW} 64.38.035 (2) Except as provided in this subsection, all meetings of the Board of Directors shall be open for observation by all owners of record and their authorized agents. The Board of Directors shall keep minutes of all actions taken by the Board, which shall be available to all owners. Upon the affirmative vote in open meeting to assemble in closed session, the Board of Directors may convene in closed executive session to consider personnel matters; consult with legal counsel or consider communications with legal counsel; and discuss likely or pending litigation, matters involving possible violations of the governing documents of the association, and matters involving the possible liability of an owner to the association. The motion shall state specifically the purpose for the closed session. Reference to the motion and the stated purpose for the closed session shall be included in the minutes. The Board of Directors shall restrict the consideration of matters during the closed portions of meetings only to those purposes specifically exempted and stated in the motion. No motion, or other action adopted, passed, or agreed to in closed session may become effective unless the Board of Directors, following the closed session, reconvenes in open meeting and votes in the open meeting on such motion, or other action which is reasonably identified.

Section 14. Conduct of Meeting. The President shall preside over all meetings of the Board. The Secretary shall keep the Minute Book of the Board, recording all resolutions adopted by the Board and all transactions occurring at the meeting. The latest edition of Roberts Rules of Orders shall govern the conduct of all Board Meetings when not in conflict with these Bylaws and any special rules of order or resolutions the Board may adopt.

Section 15. Action without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if all of the directors consent thereto in writing, provided that a good faith effort has been made.

C. Powers and Duties.

Section 16. Powers. The Board shall be responsible for the affairs of the Association and shall have all of the powers necessary and convenient to conduct the affairs of the Association and, as provided by law, may do all acts and things except those which are reserved for the members by the Articles of

Incorporation, these Bylaws, or the laws of the State of Washington. The Board may not transfer any of its responsibilities to a third party. However, it may delegate the execution of any aspects of its affairs, provided that such delegation is accompanied by clear and specific definition of accountability, authority, performance, expectations, and the means by which performance will be measured.

Section 17. Management Agent. The Board may employ a management agent(s) at a compensation established by the Board to perform such duties and services as the Board may authorize. The term of any management shall be established by mutual agreement of the parties.

Section 18. Borrowing. The Board shall have the power to borrow money for proper purposes without the approval of the members of the Association.

Section 19. Annual Dues, Assessments, and Special Assessments.

(a) Annual dues and assessments shall be established by the Board and approved by a vote of not less than sixty (60%) percent of the members present in person or at any annual or special meeting. Annual dues and assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the owners, including maintenance of the Association's real and personal property, all as may be more specifically authorized from time to time by the Board. Annual dues and assessments shall be payable annually, quarterly, or monthly, or as otherwise determined by the Board and are due on such dates as fixed by the Board. If payment in full is not received when due, the account shall be deemed delinquent and the balance of any unpaid annual dues and assessments and charges associated therewith shall become immediately due and payable. Delinquent accounts shall be subject to a late charge and a lien filing fee as approved by the Board. In addition, the unpaid balance shall accrue interest at a rate established by the Board until paid in full. The Association shall also be entitled to recover, from the member, all attorneys' fees and costs incurred because of a failure of the member to pay dues. A member is personally obligated to pay all annual dues and assessments accruing on a lot during the tenure of his/her ownership thereof. A member is also personally liable for the payment of interest accruing on any unpaid annual dues and assessments, together with court costs, attorneys' fees, lien filing fees, and other reasonable costs of collection. In the event of delinquency, the entire amount of any unpaid annual dues, assessments, interest, attorneys' fees, lien filing fees, and other reasonable costs of collection shall become a lien against the lot upon which they accrue, which may be foreclosed as provided by law and/or collected from the member, his/her heirs, successors and assigns.

(b) In addition to the annual dues and assessments, a special assessment may also be levied by the Board for the purpose of paying the costs of capital improvements and repair and other proper purposes as determined by the membership. Special assessments shall be established by the Board and approval by a vote or not less than sixty percent (60%) of the members present in person or by mail-in ballot at an annual or special meeting. If payment in full is not received when due, the account shall be deemed delinquent and the balance of any unpaid special assessment and charges associated therewith shall become immediately due and payable. Delinquent accounts shall be subject to a late charge and lien filing fees as approved by the Board. In addition, the unpaid balance shall accrue interest at a rate established by the Board until paid in full. The Association shall also be entitled to recover, from the member, all attorneys' fees and costs incurred because of a failure of the member to pay any special assessment. A member is personally obligated to pay all special assessments accruing on a lot during the tenure of his/her ownership thereof. A member is also personally liable for the payment of interest accruing on any unpaid special assessments, together with court costs, attorneys' fees, lien filing fees, and other reasonable costs of collection. In the event of delinquency, the entire amount of any unpaid special assessments, interest, attorneys' fees, lien filing fees, and other reasonable costs of collection shall become a lien against the lot upon which they accrue, which may be foreclosed as provided by law and/or collected from the member, his/her heirs, successors and assigns.

(c) The subscription fee for the newsletter published by the Association shall be included in the annual dues and assessments and shall be mailed to the voting member at the address of record of each lot so long as the lot is current in the payment of annual dues and assessments and any charges associated therewith, including any special assessments. Additional subscriptions per lot are available at an additional cost as shall be determined from time to time by the Board.

(d) Suspension of membership due to nonpayment of annual dues, assessments, special assessments, or any charges associated therewith, and/or termination of membership due to transfer of title to the real property to which said membership is appurtenant shall not constitute a release from the personal obligation to pay such annual dues, assessments, special assessments, or any charges associated therewith.

(e) The Association shall be exempt from payment of annual dues, assessments and special assessments on lots owned by the Association.

Section 20. Use Fees. Use fees may be levied against members in amounts to be determined by the Board for services which benefit specific members, including fees for use of amenities or facilities, recreational fees, trash service fees and other special fees. Such fees may be levied against those members determined by the Board to benefit from or otherwise take advantage of the services or benefits so provided.

Section 21. Use Rights. The Board may grant other use rights, upon the payment of such charges as it deems appropriate, to persons who are not members of the Association. Such use rights shall be subject to the Restrictive Covenants, these bylaws and any Rules and Regulations or other use restrictions promulgated by the Association, or the Board, but such rights shall not include any voting privileges.

Section 22. Fines and Penalties. The Board is authorized to impose monetary fines and other penalties against members for violations of the Restrictive Covenants, these Bylaws, and Rules and Regulations of the Association as might be applicable to the lots, Common Property or other property of the Association. The Board shall not impose a monetary fine or other penalty unless and until notice of the provision alleged to have been violated has been provided as required in the respective documents or as herein provided. A violator shall be offered the opportunity to appear before the Appeals Committee of the Board to explain why a fine or penalty should not be levied or to request an adjustment of the fine or penalty levied. The Board may assign its power to impose monetary fines and other penalties to the management staff of the Association. A late charge shall not constitute a fine. Members shall be personally liable for the payment of monetary fines and/or other penalties which, if not paid when due, shall become a lien against the property which may be foreclosed as provided by law and/or collected from the members, his/her heirs, successors and assigns.

Section 23. Actions of the Board Directly Benefiting Board Member. Any member of the Board who can reasonably expect to benefit in a direct or substantial way from the possible outcome of the Board action under discussion must disclose each time it is discussed that he/she has such an interest and abstain from voting on any motion affecting that interest.

(a) The Board may contract or otherwise deal with any company of which a Board member is a director, shareholder or an employee, provided such Board member does not vote on any motion respecting the contract or participate in any discussion thereof.

(b) With approval of the Board, a member may be reimbursed for expenses incurred in carrying out business of the Board.

(c) No person closely related to a director or an employee shall be employed by the Association unless approved by the Board.

Section 24. Rules and Regulations. In addition to such other powers conferred upon the Board, the Board shall have the power to promulgate such rules and regulations as it deems appropriate. Members shall be responsible for complying with the rules and regulations adopted by the Board and ensuring that their guests and tenants comply therewith. Publications of the Rules and Regulations in the Sudden Valley Views shall be deemed official notice to the member of the existence of the rule and regulation and the obligation to comply therewith.

ARTICLE IV OFFICERS

Section 1. Officers. The officers of the Association shall be the President, Vice President, Secretary and Treasurer. Any two or more offices may be held by the same person, except the office of president. The Board may also elect such other officers as it deems necessary, such officers having the authority to perform duties as prescribed by the Board and the applicable laws of the State of Washington.

Section 2. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by a majority vote of the Board at the organizational meeting of the Board following each annual meeting of the membership. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by a majority vote of the Board whenever, in its judgment, the best interests of the Association will be served thereby.

Section 4. President. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Association and of the Board, unless the President shall direct management or others to preside. The President shall have all the general powers and duties which are incident to the office of the President of a corporation organized under the applicable laws of the State of Washington.

Section 5. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties and responsibilities provided for the President when so acting.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board and shall be in charge of such books and papers as the Board may direct and shall, in general, conduct all duties incident to the office of the Secretary of a corporation organized under the applicable laws of the State of Washington.

Section 7. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable affects in the name of the Association in such depositories as may be designated by the Board. All checks shall require two (2) signatures as provided by resolution of the Board. The Treasurer shall cause an annual audited financial statement to be made available to the Association and cause quarterly financial statements to be published on a quarterly basis in the newsletter of the Association.

Section 8. Absence of Officers. In the absence of both the President and Vice President from a meeting, the directors present shall, by majority vote, elect from the remaining directors present, other than the Secretary, a director to be Chairperson of that meeting. In the absence of the Secretary, the directors present shall choose from among themselves one director, other than the President, to serve as Secretary at that meeting.

Section 9. Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 10. Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary of the Association. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of a written resignation shall not be necessary to make it effective.

Section 11. Agreements, Contracts, Deeds, Licenses, Checks, Etc. All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by at least two (2) officers or by such other person(s), including managing agents, as may be designated by resolution of the Board.

ARTICLE V COMMITTEES

Section 1. General. The Board is authorized to organize committees to perform tasks and to serve for such periods as the Board may, by resolution, specify. Committees shall perform the specific duties as provided in the resolution adopted by the Board. Subject to approval of the Board, each committee shall adopt its own rules or procedure; provided that

- (a) a minimum of four (4) meetings shall be held each year,
- (b) notice of each meeting shall be posted,
- (c) no business shall be conducted with less than a quorum of appointed voting members present, and
- (d) minutes of each meeting shall be filed with the Secretary of the Board.

The members of these committees shall be members in good standing throughout the term of office and shall be appointed by the Board, except as otherwise provided herein.

Section 2. Architectural Control Committee. The Board shall appoint an Architectural Control Committee consisting of at least five (5) members in good standing who shall serve rotating terms as provided in the resolution adopted by the Board. No member of the Committee shall serve more than two (2) consecutive terms or a maximum of six (6) successive years. After expiration of one (1) year, the member shall again be eligible for appointment to the Architectural Control Committee. The Chairperson of the Committee shall be elected by the members of the Committee during the first meeting each year and shall serve as a non-voting member of the Board of Directors. The Architectural Control Committee shall have such powers as are specifically set forth in the Restrictive Covenants. The Committee may also perform such additional duties as the Board may, from time to time, designate. Acting in accordance with the provisions of the Restrictive Covenants, these Bylaws, Rules and Regulations of the Association and the Guidelines, the Committee shall act as the hearing tribunal of the Association for architectural control matters as defined in the Restrictive Covenants and as may be assigned by the Board. The Association, through its management staff, shall enforce the provisions of this Section and may stop any construction in

violation of these restrictions by issuing written cease and desist orders or by application with the court for injunctive relief. Fines for violation of this Section shall be assessed by the Board or the management staff of the Association, not the Committee. Any member of the Board, the Committee, or the management staff of the Association shall have the right, during reasonable hours, to enter upon any lot to inspect said lot and any improvements thereon for the purpose of ascertaining whether or not the Restrictive Covenants, these Bylaws, the Guidelines, and the Rules and Regulations of the Association have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. A lot owner who violates any ruling of the Architectural Control Committee shall be subject to sanctions for violation of a rule, regulation or policy of the Association.

Section 3. Nominations and Elections Committee. The Nominations and Elections Committee shall be composed of five (5) members in good standing who shall be elected in person or by mail-in ballot to serve until their successors are elected. Normally, members of the Committee will be elected for two (2) year terms except that terms are to be staggered so that continuity of experience will be maintained. For any year in which more than two (2) vacancies are to be filled, the others will be for one (1) year or two (2) year terms, chosen so that no more than two (2) terms will expire in any year. The Committee shall follow the provisions of Article III, Section 3 of these Bylaws, and shall be bound by the following:

- (a) Election of the Committee shall immediately follow voting for Board members at the annual meeting.
- (b) The Chairperson of the Committee shall be elected by the members of the Committee during the first meeting of each year and shall serve as a non-voting member of the Board of Directors.
- (c) No person nominated as a Board member or as a member of the Nominations and Elections Committee, nor members of their family or their household, shall assist in counting votes for election to the Committee.
- (d) No person shall be elected to consecutive terms on the Committee but shall be eligible for re-election after a waiting period of one (1) year.
- (e) No person shall serve on the Committee and the Board concurrently, other than the Chairperson of the Committee serving as the representative of the Committee.
- (f) A plurality of votes shall elect the members of the Committee.
- (g) If a member of the Committee fails to serve a full term for any reason, the Committee shall appoint someone to replace that member until the next regular election is held.
- (h) The Committee shall solicit nominations for candidates to serve on the Association Board, and the Nominations and Elections Committee, as well as solicit for applicants to serve on the Architectural Control Committee and Finance Committee.
- (i) The Committee shall supervise the balloting during elections, as set forth in Article III, Section 3 of these Bylaws.
- (j) The Committee shall supervise elections conducted during any annual or special meetings as set forth in Article III, Section 3(f) of these Bylaws.
- (k) No person may serve on the Nominations and Elections Committee who is related to a sitting Board member.

Section 4. Finance Committee.

I Membership. The Finance Committee of the Board shall consist of a minimum of five (5) members and a maximum of seven (7) members as determined annually by the Board. The Treasurer shall automatically be a member of the committee. The remaining committee members shall be comprised of at least one (1) Board member and at least two (2) SVCA members. The majority of the committee members must have experience or training in accounting, financial management, or corporate finance. The Treasurer

shall serve as the Chairperson of the committee. Annually the Treasurer shall submit to the Board a list of names of individuals to serve on the committee in the coming year. The Board shall consider, but shall not be required, to select committee members from the list submitted by the Treasurer.

II Purpose. The Finance Committee's purpose is to assist the Board in overseeing SVCA's financial affairs in the areas of financial management, accounting, reporting and internal controls. The committee may also make recommendations to the Board concerning creation, modification or implementation of financial policies and/or procedures and make recommendations pertaining to capital expenditures, budgets, investments and other matters related to the SVCA's financial affairs.

III Meetings and Procedures. The Finance Committee shall meet at least ten (10) times annually. All meetings shall be conducted in accordance with Robert's Rules of Order.

IV Responsibilities. The SVCA Finance Committee shall provide assistance to the Board in fulfilling its oversight responsibilities related to management of SVCA financial affairs which assistance shall consist of:

- (a) Determining whether SVCA's accounting policies, procedures, and internal controls are adequate to safeguard SVCA's assets and to assure legal compliance.
- (b) Monitoring income and expenses to determine whether they conform to the budget approved by the Board.
- (c) Evaluating monthly financial reports, capital expenditure requests, and budgets and make recommendations to the Board with respect thereto.
- (d) Periodically reviewing SVCA's financial policies and procedures and making recommendations to the Board with respect to updates or modifications thereto.
- (e) Evaluating the performance of the outside auditor and when appropriate, however, at least annually, make recommendations to the Board concerning retention or replacement of the outside auditor. The outside auditor is ultimately accountable to the Board.
- (f) Annually reviewing the proposed scope of the outside audit and the proposed fee and make recommendations to the Board with respect thereto.
- (g) Reviewing SVCA's investment policies and performances.
- (h) Consulting with the Board concerning long-range financial planning.
- (i) Performing such additional duties as the Board may, from time to time, designate by resolution.

Section 5. Executive Committee. The Executive Committee shall be composed of not less than three (3) officers of the Association and not more than five (5) voting Board members, provided, that the total number is not less than four (4). The Executive Committee shall have general supervision of the affairs of the Association between Board meetings and may perform such other duties as specified by the Board.

Section 6. Appeals Committee. The Appeals Committee shall be composed of three (3) Board members of the Association, who shall provide any individual who has received a notice of violation of the Restrictive Covenants, these Bylaws or the Rules and Regulations of the Association with an opportunity for an impartial hearing before a hearing panel, except as otherwise provided in these Bylaws or in the Restrictive Covenants. The Committee shall elect a chairperson from its members to serve a one-year term. A hearing panel shall meet as needed to hear requests for adjustments of fines and penalties levied as a result of violations of the Restrictive Covenants, these Bylaws, or the Rules and Regulations or the Association. Each member of the hearing panel shall be given notice, either oral or written, at least ten (10) calendar days prior to the date of any meeting. In the event that a member of the hearing panel does not receive notice as provided herein, his/her presence at the hearing shall constitute a waiver of the right to receive notice of said meeting. The Appeals Committee shall prepare written guidelines and procedures by which members may request a hearing before a hearing panel to contest the merits of any alleged violation. These guidelines shall include the right of a member to appeal a hearing panel decision to the majority of the remaining Board, and shall set forth the procedure by which said appeal must be filed.

Section 7. Document Review Committee.

- A. Membership: The Document Review Committee of the Board shall consist of at least three (3) members: two (2) Board members, one (1) acting as Chair, and at least one (1) additional Association member in good standing with experience in corporate governance or law.
- B. Purpose: The purpose of the Document Review Committee is to:
 - 1. locate and maintain in the Association offices a current and correct copy of all Association governing documents, including policies, procedures, handbooks or manuals, and studies, as well as any other official corporate records of the Association;
 - 2. review all of the aforesaid governing documents and similar materials and identify any of them which are not
 - (a) consistent with any applicable statutory and regulatory requirements,
 - (b) verifiable as having been properly voted on, passed or otherwise established,
 - (c) internally consistent or in harmony with all other said documents and materials, or
 - (d) any longer necessary, or otherwise contributing to the efficient, harmonious operation of the Association or the Sudden Valley community,and then make complete recommendations to the Board for all necessary and appropriate corrections of any such deficiency as identified;
 - 3. make additional complete recommendations, including as may be initiated or suggested by any community member or other reasonable source, to the Board for all other useful or necessary, and appropriate, additions modifications or deletions of provisions in any Association governing document, or policy, procedure, handbook or manual, in order to better facilitate the efficient harmonious operation of the Association and Sudden Valley community.
- C. Meetings and Procedures:
 - 1. Notices of scheduled Committee meetings shall be posted on an appropriate Association web page as may exist, including its place and time, and written minutes of all meetings shall be provided to the Secretary for similar publication.
 - 2. The Committee, no later than 30 days prior to each AGM, shall submit to the Board a written report of all of its activities and all recommendations made to the Board since the preceding AGM, and may also provide to the AGM attendees a brief oral summary of said report. The Board may also direct the Committee to provide interim reports at any other time.
 - 3. If any activity of the Committee will require the expenditure of funds to be paid or reimbursed by the Association, the Committee shall first obtain authorization therefore from the Board. (*Approved at 2013 AGM*)

ARTICLE VI MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Books and Records.

(a) Inspection by Members. The Articles of Incorporation, these Bylaws and the membership register, books of accounting, and minutes of meetings of members, the Board, and of the committees shall be made available for inspection and copying by any member of the Association or by his/her representative at any reasonable time for any reasonable purpose. The inspection shall take place at the Association's principal place of business. Use or sale of membership lists by a member, obtained through exercise of these inspection rights, is prohibited.

(b) The Board shall establish reasonable rules with respect to the type of notice to be given to the custodian of records by the member desiring to make the inspection, hours and days of the week when such inspections may be made, and payment of the cost of reproducing copies of documents requested by a member.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The directors' rights shall include the right to make extra copies of documents at reasonable cost to the Association.

Section 3. Notices. Unless otherwise provided herein, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, sent by electronic mail (as specified by RCW 24.03.009 or RCW 64.38.06[3]), or sent by first class mail, postage prepaid:

(a) if to a member, at the address or electronic mail address which the member has designated in writing and filed with the Secretary, or if no such address has been designated, at the last known address of the member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or such other mailing address or electronic mail address as shall be designated by notice in writing to the members pursuant to this section. *(Approved at 2013 AGM)*

Section 4. Audit. The Board shall have an annual audit of the accounts of the Association prepared by a certified public accountant

Section 5. Amendment. These Bylaws may be amended at any annual or special meeting by a two-thirds vote of the members in person or by mail-in ballot on the proposal for change in the Bylaws; provided, however, that notwithstanding any other provision hereof, ballots and notice of the meeting shall be sent to all members entitled to notice at least (30) days prior to said meeting, including written notice of the proposed change, or a summary thereof. In the event that a summary is provided, the members shall be entitled to obtain a copy of the text of the proposed change from the Association at its principal place of business. Amendments shall become effective immediately upon their adoption unless otherwise stated in the amendment.

Section 6. A. Lot Line Erasure Procedures.

(a) Any member who meets the requirements set forth in paragraph (b) hereof and any non-member, who wishes to acquire or who has acquired two (2) or more lots having contiguous lot lines as originally platted and who seeks to consolidate the lots into one lot may apply to the Board for a reduction in annual dues, assessments and special assessments.

(b) The Board will not consider any request for reduction in annual dues, assessments and special assessments unless the member submitting the application is current in the payment of annual dues, assessments, special assessments and charges associated therewith, on all of the lots which he or she proposes to consolidate into one lot.

(c) If the applicant, whether a member or non-member, seeks to obtain Board approval for a reduction in annual dues, assessments and special assessments prior to acquiring one or more of the lots, the Board's approval, if granted, shall be deemed to be binding for a period not to exceed 120 days in which time the applicant must acquire the lot(s) and obtain final approval of the lot line erasure from Whatcom County. The Board has the discretion to extend this deadline for good cause shown.

- (d) The Board shall approve all requests submitted by members who meet the requirements set forth in Section 6(b) hereof, provided that the request seeks to consolidate no more than two lots into one and, provided further, that neither of the lots being consolidated have been subject to any prior consolidation. In all other instances, the decision to grant a reduction in annual dues, assessments and special assessments, and the amount of any such reduction shall be strictly discretionary with the Board.
- (e) The Board will consider only applications which are in the form prescribed by the Association and accompanied by a payment of one year's advanced annual dues, assessments and special assessments on the lot to be created by means of consolidation.
- (f) Except in instances set forth in subsection (c) hereof, if the Board approves an application for a reduction in annual dues, assessments and special assessments, such approval shall be binding for a period not to exceed 120 days in which time the applicant must obtain final approval of the lot line erasure from Whatcom County. The Board has the discretion to extend this deadline for good cause shown.
- (g) A member who has consolidated two (2) or more lots into one shall execute and record a covenant in the office of the Auditor of Whatcom County prohibiting himself/herself, his/her heirs, successor's and assigns from later subdividing the newly constituted lot.
- (h) Any member consolidating any number of lots into one lot shall be entitled to one vote, regardless of the number of lots combined or the number of annual dues, assessments and special assessments paid.

Section 6. B. Lot Consolidation Procedure.

- (a) Any member who meets the requirements set forth in paragraph (b) hereof and any non-member, who wishes to acquire or who has acquired two (2) or more lots having contiguous lot lines as originally platted and who seeks to consolidate the lots into one lot by means of an Irrevocable Covenant to Bind Properties and Forfeit Membership(s) in a form approved by the Board may apply to the Board for a reduction in annual dues, assessments and special assessments.
- (b) The Board will not consider any request for reduction in annual dues, assessments and special assessments unless the member submitting the application is current in the payment of annual dues, assessments, special assessments and charges associated therewith, on all of the lots which he or she proposes to bind into one lot.
- (c) If the Board approves an application for a reduction in annual dues, assessments and special assessments, such approval shall be binding for a period not to exceed one hundred twenty (120) days in which time the applicant must complete the process of consolidating the lots by:
1. Complying with the administrative Rules and Regulations and policies adopted by the Board governing lot consolidation.
 2. Recording with the Whatcom County Auditor an Irrevocable Covenant to Bind Properties and Forfeit Membership(s) in the form approved by the Board which is signed by the owner(s) of the lots being consolidated, all lien holders of record, Whatcom County and SVCA; and
 3. Providing SVCA with verification from a title insurance company, in a form acceptable to the Board, that the legal owner(s) of the lots and all lien holders of record are bound by the Irrevocable Covenant to Bind Properties and Forfeit Membership(s).

The Board has the discretion to extend this deadline for good cause shown.

- (d) The Board shall approve all requests submitted by members who meet the requirements set forth in Section 6(b) hereof, provided that the request seeks to consolidate no more than two lots into one and, provided further, that neither of the lots being consolidated have been subject to any prior

consolidation. In all other instances, the decision to grant a reduction in annual dues, assessments and special assessments, and the amount of any such reduction shall be strictly discretionary with the Board. (e) The Board will consider only applications which are in the form prescribed by the Association and accompanied by a payment of one year's advanced annual dues, assessments and special assessments on the lot to be created by means of consolidation.

(f) Any member consolidating any number of lots into one lot shall be entitled to one vote, regardless of the number of lots combined or the number of annual dues, assessments and special assessments paid.

Section 7. Leasing. A member may lease or otherwise transfer use or occupancy of any lot for residential purposes only. The term "tenant" as used herein is defined as a person(s) to whom a member(s) has extended use of his/her lot as evidenced by a written lease or rental agreement, a copy of which shall be filed with the Association. Only one couple with their dependents, or not more than three (3) unrelated adults, are permitted in any one single family dwelling unit and are considered tenants for amenity use purposes. A member in good standing who leases his/her residential unit may assign membership privileges to the tenant; provided, however, that the tenant shall have no right to vote or right to notice of any regular or special meeting of the Association. All occupants of any leased lot, by occupying the lot, agree to abide by, and be subject to, all provisions of the Restrictive Covenants, these Bylaws and the Rules and Regulations of the Association, use restrictions, fines, penalties, or injunctive relief promulgated pursuant thereto by the Association or the Board, which govern the conduct of owners and which provide for sanctions against owners, notwithstanding the absence of any such agreement of the tenant set forth in such tenant's lease agreement. If the Association agrees, the Lessor may delegate and assign to the Association the authority to evict the tenant on behalf of and for the benefit of the owner. In the event the Association proceeds to evict the tenant, any costs, including attorneys' fees and court costs, associated with the eviction shall be specially assessed against the owner, and shall be a personal obligation of the owner. Once membership rights are assigned by an owner, the owner shall not have privileges to use the amenities or facilities unless otherwise provided by resolution of the Board. Privileges shall be reinstated automatically upon expiration of the lease. Neither the lease nor the rental agreement shall relieve or release owners from obligations and responsibilities incidental to their membership, including the personal obligation to pay annual dues, assessments, special assessments and charges associated therewith. If an owner rents to another member in good standing, then the owner need not assign his membership rights and privileges.

Section 8. Dissolution. In the event of dissolution of the Association, the assets of the Association shall be distributed in the manner provided by Law.

Section 9. Indemnification. Every director, officer, agent and employee of the Association now or hereafter serving as such shall be entitled to indemnification to the extent permitted by state law as the same may, from time to time, exist.

Section 10. Sudden Valley Views Publication.

(a) It is the intent of the membership that the Association's newspaper, Sudden Valley Views or its successor, be a vehicle for an uncensored community exchange of opinions, ideas, and positions of any and all matters of community interest.

(b) The Board or their designated representative shall be the publisher of the Association newspaper, but the publisher shall always adhere to the principles of freedom of the press.

(c) The Editor shall, by contract with the SVCA Board, be an independent contractor as that term is specifically used and not as an employee of the Association.

(d) The Editor's contract shall provide the Editor with complete control of the written content of the Association's newspaper with the sole exception of any and all materials submitted by the Board of Directors under its signature for inclusion in any edition.

IN WITNESS WHEREOF, the undersigned, being all of the Board of Directors of Sudden Valley Community Association have caused these Bylaws to be executed and sealed.

SUDDEN VALLEY COMMUNITY
ASSOCIATION:

Board of Directors:

Approved and adopted by 2014 Board of Directors

Larry Brown, President
Carol Bauman, Vice-President
David Narsico, Secretary
George Shaffner, Treasurer
Tom Doll
Tammy Woodin
Melissa Lange
Carol Houlton
Mitch Waterman
Leslie McRoberts, N&E Representative
Jo Jean Kos, ACC Representative

RULES AND REGULATIONS

The Restrictive Covenants that run with the land, the Articles of Incorporation, Bylaws, Architectural Control Guidelines and these Rules and Regulations govern the conduct of all members of SVCA. Owners of Sudden Valley lots and/or condominiums are subject to their provisions by virtue of their SVCA membership. Such membership is established by purchase or acceptance of transfer of the Lot or Condominium from any previous owner(s) of record. The purpose of these Rules and Regulations is to lend greater definition to the Restrictive Covenants of the Association. The following Foundation Statement was conceived in order to furnish guidance and intent to these Rules and Regulations, to lend credence to our mutual history and our future, and to who we are as a Community Association.

Sudden Valley is a diversified community in a unique resort setting of natural beauty, which offers controlled access to recreational facilities and interests, incorporating a sensitivity to individual concerns for development, security and privacy.

1. Member Responsibilities for General Activities:

1.1 Property owners of SVCA are responsible for the actions and compliance with these Rules and Regulations by their families, guests, tenants and agents.

1.1.1 SVCA will not be held responsible for any accident or injury in connection with the use of any facility or common area by members, their guests, invitees, tenants or agents.

1.1.2 SVCA may suspend certain privileges of any person found in violation of these Rules and Regulations.

1.1.3 The cost of repairing damage to SVCA property caused by members, their guests, invitees, tenants, agents or pets may be reasonably charged to the property owner.

1.1.4 The property owner shall be responsible for any fine, assessment or penalty levied against him/herself or any family member, tenant, invitee, guest or agent, and shall be mailed written notice of such infractions to their current address of record.

1.1.5 The liability of a property owner for an extraordinary fine assessment for the aggressive behavior or assaultive conduct of an invited or uninvited guest toward a Security Officer or other employee of the SVCA, shall be limited to those situations where the property owner knew that such behavior or conduct was likely and did not take action to prevent it, or where the property owner intentionally aided, abetted or contributed to the behavior or conduct, or created conditions where such behavior or conduct was likely to occur, or where the owner either knew that the guest intended or was predisposed to become aggressive or assaultive.

(a) An extraordinary fine assessment shall be deemed to be above \$1000 in cases involving aggressive or assaultive behavior toward security or other SVCA personnel. (See Appendix L)

1.1.6 Non Member Rules Enforcement – The Association’s Administration, through the General Manager, shall be authorized to pursue all reasonable actions available for rules enforcement in the case of non members. Such action may include the issuance of citations, swearing civil and criminal complaints, using collections agencies, working cooperatively with law enforcement agencies, trespassing violators, barring business operations from SVCA property and roadways and initiating legal action in accordance with applicable SVCA policy.

(a) Trespassing by Non Members – Persons who are non property owners who violate Association rules or who conduct themselves in a rude, threatening or offensive manner, or in a manner that causes suspicion, concern or alarm, may be declared trespassers on Association property and expelled from the Community. Those refusing to leave Association property may additionally be subject to criminal violations

and civil penalties. Persistent or serious violators of Association rules or who disrupt the peace and tranquility of the Community may be declared unwelcome in the Community and directed not to return without prior administrative permission from the General Manager.

1.2 Sudden Valley is a declared wildlife and bird sanctuary. The use of firearms, hunting, the molesting of birds and their nesting or feeding areas, the trapping or harming of other wildlife by any means is strictly prohibited except by proper authorities working within an approved control program.

1.2.1 Deer Feeding Prohibited - It shall be a violation of this rule to feed deer, maintain a deer feed area or station or feed any other wild animal in a manner that would attract deer within the boundaries of Sudden Valley neighborhoods.

a. Violation of this prohibition will result in a \$50 fine. Successive violations will result in fines that increase by \$50 per incident until the prohibited activity ceases. (Approved 9/26/13)

1.3 No firearm shall be discharged, carried or displayed anywhere in the Sudden Valley Community except in the member's home or while being transported out of the Community or being returned to the member's home.

1.3.1 No firearm shall be carried or displayed at any meeting or other activity conducted by the Association, or in any Association facility or on Association property.

1.3.2 This rule shall not apply to law enforcement officers in the performance of their duties.

1.3.3 Firearms shall be defined as to include but shall not be limited to rifles, shotguns, revolvers, pistols, air pistols, pellet guns, air guns of all types, tasers, stun guns, pepper sprays, bows and arrows, cross bows and slingshots.

1.4 Use of firecrackers and fireworks in general are prohibited within Sudden Valley except in areas and at times specified by SVCA.

1.5 Littering in any area of Sudden Valley is strictly prohibited.

1.6 Complying with the State of Washington Outdoor Burning Regulations (WAC 173-425), the Northwest Air Pollution Authority (NWAPA), and Fire District 2 regulations: **NO OUTDOOR BURNING** is allowed in Sudden Valley except as provided in 1.6.3. (Further informational printouts regarding the WAC 173-425 and NWAPA are available at the Administration Office).

1.6.1 *Definition:*

"Fire fighting instruction fire" means fires for instruction in methods including, but not limited to, training to fight structural fires and forest fires.

"Land clearing burning" means outdoor burning of trees, stumps, shrubbery, or other natural vegetation from land clearing projects.

"Recreational fire" means cooking fires, campfires, and bonfires using charcoal or firewood that occur in designated areas or on private property for cooking or pleasure.

"Residential burning" means the outdoor burning of leaves, clippings, and other yard and gardening refuse originating on lands immediately adjacent and in close proximity to a human dwelling and burned on such lands by the property owner or his/her designee.

1.6.2 *Policy:*

By reference, the provisions of WAC 173-425 are adopted. Consistent with policies for Urban Growth Areas in High Density Areas, no residential or land clearing burning are allowed.

1.6.3 *Exceptions:*

The following types of outdoor burning are allowed:

(a) Recreational fires with a total fuel area of less than three (3) feet in diameter and/or two (2) are permitted.

(b) Fire fighting instruction fires.

1.6.4 When a burn ban is in effect in Sudden Valley no outdoor fires except properly enclosed cooking fires using gas or charcoal as fuel will be permitted. All other outdoor fires (open flame, including recreational fires as described in 1.6.3) are prohibited for the duration of the burn ban.

(a) A burn ban will automatically go into effect in Sudden Valley if Whatcom County declares a burn ban.

(b) A burn ban may be declared in Sudden Valley by the Board President or the General Manager if a burn ban is put into effect by Skagit County or if conditions in Sudden Valley are deemed sufficiently hazardous as to require the ban.

(c) The existence of the burn ban will be publicized by all available means including gate signs, web site, Sudden Valley *Views* and community bulletin boards.

(d) A first violation of this rule will subject the violator to a fine of \$250. Subsequent violations will be punishable by a fine of \$500.

1.7 Actions or activities by members (or those for whom the member is responsible), either intentionally or through negligence, which may be or may become an annoyance, nuisance or hazard to adjacent property owners or unreasonably affect the quiet enjoyment of any individual, household or the neighborhood, are prohibited and subject to a Notice of Violation.

1.7.1 This shall include, but not be limited to, excessive noise, loud music, barking dogs, motor vehicle noise. It shall additionally include any tool, machinery or construction noise after designated hours (see Section 14.7), or any other activity, which might unreasonably annoy or endanger an individual or the public.

1.7.2 Yard maintenance equipment may be operated Monday through Sunday, 10:00 a.m. to 7:00 p.m.

1.8 Direct charitable, political, commercial or religious solicitation of Sudden Valley residents, either door to door or on SVCA property, is prohibited without approval of the General Manager.

1.8.1 Use of the Association's mailing list of owners may be authorized by the Board of Directors for the purpose of non-commercial communications with the owners, and such authorization will be restricted to other owners and government agencies.

1.8.2 Sudden Valley Security staff has authorization to issue trespass warnings to any trespasser or loiterer when deemed necessary.

1.9 All SVCA-owned indoor facilities are designated as non-smoking areas, with no exception.

1.9.1 All SVCA owned vehicles with the exception of golf carts are non-smoking vehicles.

1.10 Signs placed on platted lots, condo and commercial tracts must comply with Architectural Control Guidelines. (See Section 15)

1.11 Disorderly House, Property, Vehicle, or Conduct Rule

1.11.1 Purpose – The purpose of this rule is to protect the health, safety, welfare, and/or tranquility of the residents of Sudden Valley, or any portion thereof, by requiring:

(a) The elimination, removal, restoration, or repair of houses, structures, property or vehicles which are deemed by the Sudden Valley Community Association to be unsightly, unkempt or cluttered with refuse, trash, debris or otherwise unacceptable;

- (b) The securing of unsecured property or structures that are left open to the uncontrolled entry of others that is deemed to be unsafe, a nuisance or inappropriate under the circumstances;
- (c) The removal of vehicles that are abandoned, unsightly, and open to public view, in a state of disrepair or that are disabled for an unreasonable period;
- (d) The termination of activities, behaviors, actions or acts that are unreasonably loud, obnoxious, unruly, offensive or disruptive to the public peace and/or safety, or that are inconsistent with the health, safety, order or peaceful enjoyment of neighbors or residents, or the Sudden Valley Community.

1.11.2 Correction or Abatement Required – Any property owner, or other person in control or possession of a house, structure, property or vehicle, who:

(a) Maintains, permits, allows or suffers property, structures or vehicles that are deemed to be unsightly, unkempt, cluttered, in a state of disrepair, or to be a nuisance, shall correct or abate such unacceptable condition(s) without unreasonable delay, upon notification of such violation and the requirement to abate it, when given by a representative of the Sudden Valley Community Association. Such correction or abatement may include removal, acceptable storage, renovation, repair or any other method of correction or abatement that is acceptable to the Sudden Valley Community Association.

(b) Engages in, permits, allows or suffers activity, behavior, action, or acts that are unreasonably loud, obnoxious, unruly or disruptive to the peace, tranquility or that are inconsistent with the health, safety, order or peaceful enjoyment of neighbors, residents or the Sudden Valley Community, shall terminate, correct or abate such unacceptable activity, behavior, action or act without unreasonable delay upon notification of such violation and the requirement to terminate the same, when given by a representative of the Sudden Valley Community Association. Such response shall include the immediate termination of the unacceptable activity, behavior, action or acts.

1.11.3 Timely Response – Abatement shall, in all instances, begin at the earliest possible opportunity, but shall be completed in a timeframe that is acceptable to the Sudden Valley Community Association.

(a) Corrective or abatement action to houses, structures or property must begin within 5 calendar days of notification, and be fully completed within 30 days of notification to the property owner or person in control or possession of the property.

(b) Vehicle-related violations must be initiated within 48 hours and be completely abated within 5 days of notification.

(c) Disruptive or unsafe conduct, behavior or acts shall be terminated immediately, without delay, or as soon as is reasonably possible, at the discretion of the Sudden Valley Community Association.

1.11.4 Penalty for Violation – Any violation of this Rule shall subject the violator to a penalty of:

(a) For property or vehicle related violations, a notice of violation in the amount of \$100 dollars per day shall be assessed for the first 10 days for failure to initiate responsive action, or to complete the corrective or abatement action once initiated. The penalty shall increase to \$200 per day for the second ten days that timely action is not taken, and shall increase to \$300 per day for the third 10 days and until the violation is fully abated.

(1) The implementation of penalties may be delayed for a period up to 10 days by the General Manager, or his/her designee, upon a showing of a substantial effort to comply with the corrective or necessary action orders for houses or structures, or 5 days for vehicles, starting the day following the final date by which corrective action was to have been completed.

(b) For behavior, conduct or act related violations, a notice of violation in the amount of \$100 dollars shall be assessed for the first violation upon discovery or report. The penalty shall increase to \$200 for repeated violations on the same day or within 48 hours. The penalty shall increase to \$500 per violation after the receipt or discover of five or more similar violations.

(1) The initial penalty shall begin after a warning of violation has been delivered to the property owner, or other person at the location of the violation, and where the unacceptable behavior, conduct, act(s) or action(s) has not ceased within a reasonable period. A reasonable period shall generally be at least 15 minutes. Subsequent violations shall be actionable where the unacceptable conduct continues after one hour following the first penalty is assessed, reoccurs within a specific time period or after a minimum of one hour.

1.11.5 Administrative Relief – Discretion – The Sudden Valley Community Association, in the person of the General Manager, or his/her designee may, at his/her discretion, extend the abatement time period or grace periods as circumstances warrant, and may suspend penalties or portions thereof, upon a showing of good cause by the property owner that such suspension is reasonable and warranted.

1.11.6 Appeals – Appeals of Violations of this Rule shall be addressed to the Appeals Committee of the Sudden Valley Community Association.

1.11.7 Legal Action – The General Manager shall be authorized to pursue such legal remedies as may be necessary for the full and effective enforcement of these rules for persistent or unresponsive violators, including nonmembers.

2. Use and Maintenance of Separately Owned Property:

2.1 Each property owner shall maintain his/her property in clean condition, free of trash, unused building materials, combustible brush and materials that would tend to attract vermin or rodents and other debris.

2.1.1 The property owner(s) shall be responsible for the removal and clean up of dead or hazardous trees, brush or limbs on his/her property.

2.1.2 Lots and common areas shall be kept clear of rubbish, trash, garbage, brush piles, vermin or rodent attracting materials and other waste. Such items must be disposed of properly.

2.1.3 Owners will be notified when a situation pertaining to either of the above needs their immediate attention. Where no action has been taken after fifteen (15) days following notification of the owner (24 hours in the event of a potential physical or health hazard), SVCA may arrange, perform or contract any work necessary to correct a violation of this section, whereupon the owner shall be billed for the expense.

2.1.4 The owner(s) will be given a second notice of violation before clean up work is commenced by Sudden Valley. In the event that the violation is not cured by the owner after the second notice, the owner(s) will be subject to a penalty of \$250 for the first offense and \$500 for a subsequent offense.

2.1.5 Sanitary Services Required for All Developed Property – All occupied residential structures within Sudden Valley shall be required to subscribe to residential sanitary services for the regular collection and removal of household refuse, garbage or trash during periods where the residence is occupied for more than 30 days. Disposing of household trash, garbage or recycling materials through other than acceptable methods will result in a fine assessment and possible criminal charges for littering, unlawful dumping or theft of services.

(a) Exceptions – Persons who do not subscribe to sanitary services and who reside in a residence for more than 30 days may request an exemption from the SVCA General Manager if they are able to prove they have another acceptable method of disposing of all residential refuse. The General Manager or designee may, at his/her discretion, grant or refuse to grant such a request based on the information provided.

(b) Failing to Dispose of Refuse Properly – Failure to properly dispose of household refuse, garbage or trash in a timely manner is prohibited. Storing such materials for more than 30 days in or around a residence or in a garage, other building or vehicle, or dumping the same on the property of the residence or that of another or on Association property is prohibited and subject to a fine assessment.

(c) Storing Refuse – Storing household refuse that is equal to more than two 30 gallon containers of four large plastic bags is prohibited and shall be deemed to be a violation of this rule, unless the

responsible homeowner or renter is able to provide reasonable evidence demonstrating that the amount of refuse stored is not more than would accumulate over a period of two weeks.

(d) Theft of Sanitary Services – Placing any residential, commercial or construction materials, trash or refuse in a trash can, recycling receptacle or dumpster of the Association or of another person or entity, without the permission of the owner of said container is prohibited and shall be subject to a fine assessment by the Association and additionally may result in criminal charges.

(e) Household Trash in Recycling Bins – Placing household, commercial or construction refuse or anything other than specifically acceptable recyclable materials in recycling bins is prohibited and subject to a fine assessment and possible criminal charges.

(f) Maintenance/Storage of Trash and Recycling Receptacles – Trash and recycling cans, receptacles, boxes and containers must be removed from the street and stored in accordance with ACC Guideline 14.11.5, except for a 24 hour period before normal trash pick-ups or a 24 hour period following trash pick-ups.

2.2 Per Restrictive Covenant No. 3, only Single Family Detached Dwellings shall be permitted on property so designated by the Covenants pertaining to each subdivision.

2.2.1 Properties found to be in violation of the Restrictive Covenant or SVCA Bylaws -Article VI, Section 7 (duplexes, excessive number of unrelated occupants)- shall be subject to fines and/or legal action on behalf of the Association to enforce the Covenant and Bylaws.

2.2.2 No person shall live in any hut, trailer, partially constructed dwelling or any other shelter, which has not been approved by the ACC as living space.

2.2.3 No structure of temporary character, trailer, mobile or manufactured home, basement, tent, shack, garage nor any outbuildings shall be used on any lot or common area as a residence.

2.3 Utility or recreational vehicles, boats, any type of utility or recreational trailer, motor homes or detached campers or any other vehicles used principally for recreation purposes, shall not be stored or parked outside of an approved garage, carport or other appropriately screened area on any residential property for longer than seventy-two (72) hours, and such parking is allowed only by permit issued by SVCA Security or Member Services.

2.3.1 In addition to the above, unlicensed or inoperable vehicles of any type must be garaged or parked out of view under cover approved by the ACC. The 72-hour parking permit also is applicable when, by necessity, these types of vehicles must be parked outside of an approved screened or covered area.

2.4 Camping on any property in Sudden Valley is prohibited, except for the Campground.

2.5 Unless otherwise provided for, delivery of US Mail to Sudden Valley residents shall be accomplished through the use of centrally located banks of individually locked mailboxes.

2.6 It shall be the responsibility of each property owner to ensure that the Association records reflect their current mailing or billing address, telephone number and emergency contact information. (See Appendix L for fines)

2.7 Members of SVCA who rent or lease their property must provide or cause to be provided to the Association information on their tenants pertaining to the total number of occupants, their names, mailing address and emergency contact number. If the property is managed by a licensed agent, the name, address and phone number of such agency also must be provided. (See Appendix L for fines)

3. Use of the Roads:

3.1 The Motor Vehicle Laws of the State of Washington shall apply to the roads of Sudden Valley.

3.1.1 Maximum speed shall not exceed twenty-five (25) miles per hour and may be less where posted.

3.2 Motorbikes and all-terrain vehicles are restricted to paved roads, are to be used for transportation only and must be licensed.

3.3 Unattended parking on paved roads or on shoulders where any part of the vehicle projects into a traffic lane is prohibited.

3.3.1 Vehicles parked in violation of the above, or in designated emergency vehicle lanes or handicap access spaces may be towed away at the owner's expense.

3.3.2 Unlicensed or inoperable vehicles parked on SVCA owned property will be towed away, whereupon the owner shall be billed for the expense. (See section 2.3.1)

3.4 Any person found driving in a reckless manner or exceeding speed limits within Sudden Valley may, in addition to the penalties listed in Appendix L, Traffic and Vehicles, be denied the privilege of driving any vehicle within Sudden Valley.

3.4.1 Employees, contractors, delivery drivers, visitors and all other users of Sudden Valley roads are subject to these rules, and the penalties for violation of such rules and regulations will be billed to the responsible property owner.

3.5 All persons using SVCA roads do so at their own risk, and the Association will not be responsible for any delays, breakdowns, damage to personal property or personal injury occurring on said roads.

3.6 Sudden Valley roads are subject to weight limitations upon any or all stretches whenever or wherever weather or deteriorating road conditions require restriction or exclusion of heavy vehicles.

3.7 Except in emergencies affecting life, health or essential utility function, SVCA must be advised at least twenty-four (24) hours in advance of any complete road blockage exceeding fifteen (15) minutes duration.

3.7.1 Wherever partial or complete blockage occurs, traffic control flaggers, signs or adequate safety devices shall be employed to sufficiently warn oncoming traffic of the blockage or detour. Such devices or methods must meet Federal, State and local workplace safety standards.

3.7.2 Safety violations may be subject to SVCA Notice of Violation and reporting to appropriate government agencies.

3.7.3. Drivers who ignore warning signs, or who in any way endanger work crews, are subject to Notice of Violation and reporting to the County Sheriff for possible further action.

4. Use Fee Program: (Contact Administration)

5. Use of Association Property:

5.1 Use of SVCA common property, i.e. parks, greenbelts, beaches, open spaces, roadways and all other property belonging to SVCA as depicted on plats and official maps, such use consisting of member constructed pathways, fences, bulkheads, parking areas or any other private use of SVCA property made by members outside the platted boundaries of their lot or parcel, shall be with SVCA's consent, but which consent may be modified or revoked at any time.

5.1.1 Individuals or groups who engage in hazardous or destructive, or potentially hazardous or destructive activities in Sudden Valley will be required to leave immediately.

5.2 Individuals who, in the opinion of SVCA staff, are incapable of reasonable control of their actions due to drug or alcohol intoxication are prohibited from entering or remaining in any facility/amenity of SVCA.

5.2.1 Following infraction or repeated violation of the rules, SVCA staff may restrict the individual's (group's) use of the facility/amenity, or where actions are judged by staff to be malicious, the individual(s) may be asked to leave and not return to the facility/amenity for a period of time that is reflective of the severity of the violation.

5.3 Illegal use or possession of a state or federally controlled substance within Sudden Valley is strictly prohibited.

5.3.1 Consumption of alcoholic beverages in certain SVCA facilities is allowed subject to state liquor laws.

5.4 Use of profanity or obscene language is prohibited.

5.5 Special scheduled events have priority over regular activities.

5.6 Hours of operations and specific regulations affecting facilities will be as posted, and will form an integral part of these rules (see Section 11, Rental of Facilities).

5.7 All injuries and/or accidents involving facilities or amenities of SVCA must be reported to SVCA Security or a member of the SVCA staff within 24 hours (see Section 3.5 and 3.6).

5.8 Adult Center Rules:

5.8.1 No one under twenty-one (21) years of age is allowed inside the Adult Center or the Adult Center pool area, except during an authorized facility rental event or Association event with appropriate adult supervision, during which they may be permitted to attend said event inside the facility and onto patio and lawn, but may not use the pool or access the immediate pool apron area, except as authorized by the Board.

5.8.2 Breakable glass objects are strictly prohibited outside in proximity to the building and pool area specifically.

5.8.3 All swimmers must shower before entering the pool.

5.8.4 Persons having skin lesions, sores or inflamed eyes, mouth, nose or ear discharges, or who carry any communicable disease, shall not use the pool.

5.8.5 Urinating, expectorating, blowing the nose or depositing any foreign matter in the pool is prohibited.

5.8.6 Tobacco, food (including gum) and drinks are prohibited within ten (10) feet of the pool.

5.8.7 Appropriate swim attire is required. Cut-offs are not allowed in the pool.

5.8.8 No running, pushing or horseplay is allowed in the pool area.

5.8.9 Regulations necessary to advise users of safety and sanitation restrictions will be prominently posted.

5.9 Adult Center Pool: Use at your own risk.

5.10 Main swimming pool:

5.10.1 Sections 5.8.3 to 5.8.9 also apply to the main pool.

5.10.2 Glass items of any kind are expressly prohibited.

5.10.3 Use of fins, masks, snorkels or any toys must be authorized by the lifeguard on duty.

5.10.4 Lifeguards may request individuals to prove their swimming ability. Lifeguards may restrict use of the pool by non-swimmers.

5.10.5 Children under eight (8) years of age must be accompanied by an adult. Children 8-12 years old must be accompanied by an adult unless proven evidence of swimming ability is established.

5.10.6 The lifeguard is in charge at all times.

5.10.7 Pool use will be limited to a safe number as determined by the lifeguard on duty.

5.11 The Recreation Center:

5.11.1 The Recreation Center shall be an indoor, family-oriented activity center.

5.11.2 After 9 PM, all children younger than 10 (10) years of age must be supervised by a parent or other responsible adult.

5.12 Golf Course:

5.12.1 Sudden Valley Golf Course is a privately owned golf course operated by the Sudden Valley Community Association.

5.12.2 Dress Code: All golfers must wear appropriate golfing attire. Final decision in determining dress code compliance lays with the golf professional and his/her staff.

(a) Male golfers must wear shirt with sleeves - collars optional, tailored pants or shorts.

(b) Female golfers must wear shirts with sleeves or a collar, tailored pants, skirts or shorts.

5.12.3 Washington State Liquor Laws require that only liquor purchased from the license holder in Sudden Valley is allowable on the golf course and in the Clubhouse. Any other liquor must be confiscated.

5.12.4 Trespassing is not permitted. This rule exists for the safety of non-golfers as well as the enjoyment of golfers. Trespassers with golf equipment will be charged the prevailing 18-hole rate and removed from the course. Violators refusing to pay will be charged with theft of services and referred to Whatcom County for prosecution.

6. Pet Regulations:

6.1 (Sudden Valley has been declared a dog control zone, and these regulations are supplementary to those of Whatcom County.)

6.2 Dogs are to be UNDER CONTROL at all times.

6.2.1. UNDER CONTROL means in the house or approved kennel, restrained by means of invisible (electronic) fences, or on a leash or chain not longer than 15 feet, suitable for the animal's size and weight.

6.2.2. Any dog found roaming or not under control according to these or Whatcom County's regulations may be impounded and turned over to the Whatcom County Contractor. (currently SSP)

6.3 Residents may keep no more than two pets of any kind, and at no time shall the owner or resident be permitted to use his residence to breed such animals commercially.

6.4 Residents who allow their dog to roam and/or bark and thereby disturb their neighbors may be subject to Notice of Violation. (See Appendix L)

6.5 Notwithstanding the above, all Sudden Valley residents shall abide by the Whatcom County Dog Control Ordinance/and any other ordinances, covenants or regulations concerned with keeping animals in a residentially zoned area.

6.6 Nuisance Dog Violations

6.6.1 Dogs May Be Declared a Nuisance – The purpose of this rule is to provide for the effective control or permanent exclusion of dogs that are the subject of repeated violations of Sudden Valley Community Association (SVCA) rules. Certain dogs may be declared a nuisance and subject to permanent exclusion.

(a) Dogs At Large – Dogs that run-at-large without the immediate and direct control of an owner or responsible person, or who are beyond the effective control of their owner or caretaker shall be deemed to be a nuisance where the dog is found to be at large three (3) or more times in a 90 day period.

(b) Dangerous Dogs – Dogs that attack people, other domestic or wild animals, attack without provocation or warning, or that have been designated as dangerous by animal control authorities, shall be deemed to be dangerous and subject to being declared a nuisance dog. A single incident may be sufficient for such a declaration where public safety warrants such action and declaration.

(c) Uncontrollable Dogs – Dogs that bark, whine, howl for unreasonable periods, or at unusual hours or who engage in activity that is disruptive or harmful to neighbors or others who have a reasonable expectation of peaceful enjoyment of their property or area, shall be deemed to be a nuisance where the dog has been found to be in violation of this section three (3) or more times in a 90 day period, and where such offensive behavior has been documented by SVCA Security, with notice to the owner, residence or person in possession or control of the dog.

(d) Declaration of Nuisance Dogs – The General Manager may, at his or her discretion, declare any dog to be a nuisance after three (3) or more repeated violations of the previous three (3) subsections within a 90 day period and that were documented by Security. Dogs that are declared to be a nuisance shall be subject to special control restrictions to effectively control unacceptable behavior or permanent exclusion for the Community.

6.6.2 Correction or Abatement Required – Any person who owns or controls or is responsible for the care and/or supervision of a dog that is declared a nuisance, shall be required to take such action as may be necessary to terminate the condition(s) that result in the nuisance declaration without delay. Terminating the nuisance condition(s) may be accomplished in any reasonable and appropriate manner that results in the elimination of the offending behavior or removing the dog from the area or community as may be required or necessary.

6.6.3 Exclusion of Nuisance Dog from Community – Any person who owns or controls or is responsible for the care and/or supervision of a dog that is declared a nuisance may be required to permanently remove the same from the Community upon the receipt of an Administrative Exclusion Notice issued under the authority of the General Manager.

(a) Non Members Bringing Nuisance Dogs into Community – Any non member, such as construction or service workers, or guests, who brings a dog into the Community and allows the dog to run-at-large off of leash or to threaten, intimidate or attack other dogs or people, shall be subject to exclusion by a Security Officer responding to a report of such violation, where the officer witnesses the violation or is provided substantive information by a person who personally witnessed the offensive behavior. Such dogs may be excluded from the Community after one violation upon written notice given to the person in control of the dog at the time of the violation and/or contact. Failure to abide by the exclusion will subject the person in control of the dog to a trespass violation, barring them from returning to the Community without written permission of the Association.

6.6.4 Penalty for Violation – Any violation of this Rule shall subject the violator to a penalty as follows:

(a) Harboring a Nuisance Dog – For keeping, harboring or possessing a dog that has been declared a nuisance, without terminating the offending behavior, for more than five (5) days after receiving an Administrative Nuisance Notice from the SVCA shall subject the owner or person in custody or control of the animal to a fine assessment of \$100 dollars per day until such time that the offensive behavior is terminated or the animal is removed from the Community.

(b) Failure to Remove a Nuisance Dog – For failing to remove a dog that has been declared a nuisance from the Community within five (5) days after receiving an Administrative Exclusion Notice from the SVCA shall subject the owner, possessor or guardian of the dog to a fine assessment of \$100 per day until such time as the dog is removed from the Community.

6.6.5 Returning the Dog to the Community – No dog that has been declared a nuisance and ordered to be excluded and removed from the Community may be brought back to the Community for any reason without the written permission of the Sudden Valley Community Association.

6.6.6 Administrative Relief – Discretion – The Sudden Valley Community Association, in the person of the General Manager, or his/her designee may, at his/her discretion, extend the abatement time period or grace periods as circumstances warrant, and may suspend penalties of portions thereof, upon a showing of good cause for such relief by the owner of a dog where such relief is deemed to be reasonable and warranted at the discretion of the General Manager or his or her designee.

6.6.7 Appeals – Appeals of Violations of this Rule or of an Administrative Order to eliminate offensive behavior or remove a dog from the Community shall be addressed to the Appeals Committee of the Sudden Valley Community Association.

6.6.8 Legal Action – The General Manager shall be authorized to pursue such legal remedies as may be necessary for the full and effective enforcement of these rules, including action in cases involving persistent or unresponsive violators, and including nonmembers, in accordance with applicable SVCA policy.

7. Campground Property Regulations:

7.1 The Sudden Valley Campground property is for use by Sudden Valley Community Association members and their guests.

7.2 Section 6 concerning pet regulations also shall apply to the Campground property. Dog owners must promptly and properly dispose of pet waste.

7.3 The Campground property shall be closed during hours of darkness (sunset to sunrise).

7.4 All fires and/or burning is prohibited on Campground property.

7.5 Cutting or picking of vegetation, including trees, stumps, windfalls, flowers and plants is prohibited.

7.6 No motor vehicles are allowed within the Campground property without prior approval of the General Manager.

8. Lakes and Streams:

8.1 Fishing is permitted only in Lake Louise and in Lake Whatcom, and in accordance with State regulations.

8.1.1 Stream fishing is not permitted in Sudden Valley.

8.1.2 All persons fifteen (15) years of age and over are required to carry a valid State of Washington fishing license on their person while fishing.

8.1.3 Fish may not be cleaned in any lake, pond or stream within Sudden Valley.

8.2 Gasoline-powered motors (except for emergency equipment) are not permitted on Lake Louise nor inside the enclosed areas at Morning and Afternoon Beaches.

8.3 Persons under twelve (12) years of age may not use a water craft within SVCA-controlled waters unless accompanied by a responsible person over twelve (12) years of age.

8.3.1 Swimming in Lake Louise shall be at the individual's own risk as there are neither designated swimming areas nor lifeguards.

8.3.2 SVCA canoes are limited to three (3) persons per canoe.

8.3.3 Life jackets must be worn by all boaters when using SVCA boats or canoes.

8.4 The use of Association-controlled Lake Whatcom shoreline shall be designated as follows:

8.4.1 Ski watercraft must observe the Whatcom County boating regulations for Lake Whatcom.

8.4.2 Afternoon Beach (PM Beach) is designated a non-power watercraft area by Whatcom County Ordinance.

8.4.3 No watercraft of any kind shall be allowed in the roped swimming area at Morning Beach (AM Beach).

8.4.4 Anchoring or storing any watercraft on SVCA controlled waters or parks, other than in SVCA designated areas, is prohibited.

8.4.5 All watercraft must be licensed in accordance with State and US Coast Guard regulations and operated in accordance with Whatcom County and State of Washington boating ordinances.

8.4.6 No trailered watercraft is permitted at Morning or Afternoon Beach.

9. Tennis Courts:

9.1 Wearing "street shoes" is not allowed on the courts.

9.2 Glass containers are prohibited on the courts.

9.3 The tennis courts are to be used only to play tennis, i.e. skating, bicycles and pets are prohibited inside the tennis courts.

9.4 Spectators and persons waiting to play should remain outside the fenced area.

9.5 Special events take priority over general use, but only during the times posted for the event.

9.6 Playing tennis takes priority over use of the basketball backboard.

9.7 The courts may be subject to seasonal scheduling limitations through a reservation system administered by the Recreation Department.

9.8 Players shall be responsible for ensuring that they or their spectators do not interfere with groups playing on the adjacent court.

10. Use of the Marina:

10.1 *Supervision and Enforcement*: All boat owners or boat operators entering the Marina area shall comply promptly with any instructions issued by the SVCA staff with respect to the movement or moorage of their boats.

10.1.1. Boaters who do not comply with SVCA staff instructions shall be required to remove their boat immediately from the Marina. Members of SVCA are responsible for the actions of their guests (Rules and Regulations, Section 1.1).

10.1.2. Non-members of SVCA who are entitled to use the Marina facilities or members who do not have moorage contracts are bound by these Regulations. They should obtain a copy of the Regulations when they use the facility. These Regulations shall be posted in a prominent place at the Marina.

10.1.3. Boats may be moved by the SVCA with or without the consent of the owner if such boats are maintained in the Marina contrary to the moorage agreement or these regulations, or if the boat prevents proper utilization of the facility.

10.2 *Termination of Moorage*: Members terminating moorage prior to the normal yearly expiration must give the SVCA 30 days advance notice. Moorage will be charged until the date such notice is received by SVCA. No refunds after May 1st.

10.2.1. The SVCA reserves the right to terminate or refuse moorage to any person or boat for violation of rules, regulations or safety factors.

10.3 Floats and berths must be kept clear and clean at all times.

10.3.1 Sewage and refuse shall not be discharged into the lake under any circumstances.

10.3.2 All refuse shall be placed in proper containers.

10.3.3 Tattered, torn and trailing tarps will be removed by SVCA

10.4 Boats must be moored securely with at least three lines (bow, stem, fore spring). Lines shall be of good quality and condition and shall be tied to securely hold the boat. No lines shall cross walkways.

10.5 *Rules of the Road*: Speed limit within the Marina is 5 mph. US Inland Rules of the Road shall apply.

10.6 *SVCA Responsibilities and Liability*: The SVCA shall not be held liable in any manner for the safekeeping or condition of the boats, equipment, or personal property and is not responsible therefore as a warehouse.

10.6.1 Any boat which, in the opinion of the SVCA, is in danger of sinking or is a hazard to other vessels or the premises may be removed at the sole expense and risk of the owner and without liability on behalf of the SVCA or its agent or employees.

10.6.2 Should SVCA be obliged to render salvage services to any boat, the costs thereof shall be for the account of the boat's owner. SVCA is not responsible or liable for any damage to or loss of said boat, its tackle, gear, equipment or property, either upon said boat or upon the premises of the Marina adjacent thereto.

10.7 *Damage, Loss and Personal Injury*: Should damage and/or personal injury result from violation of these Regulations, the members responsible shall be held liable.

10.7.1 Should any damage, other than normal wear and tear, be done to any float structures by a boat or boat operator, the responsible member shall be held liable.

10.7.2 Each tenant of the Marina agrees to indemnify and save the SVCA harmless from loss or damage to personal property by fire, theft, or from any cause whatsoever, and to indemnify and save the

SVCA harmless from any and all liability for injury to or death of any person or persons or loss or damage to any property caused or occasioned by or arising out of the use of the Marina facilities.

10.8. No accessories or other attachments shall be affixed to Marina structures without prior approval of SVCA.

10.8.1. The facilities of the Marina are provided for the prime purpose of boat moorage and services related thereto. No provision is made for, nor right granted, to tenants to use their boats as domicile when said boats are moored within the marina.

10.9. *Marina Moorage Agreement*: Signature of owner on the application for moorage shall constitute applicant's admission of his familiarity with these Regulations and his/her agreement to comply with same.

10.9.1 Users of the marina will be required to provide *evidence* proof of watercraft liability insurance or *homeowner's endorsement* to SVCA prior to being permitted to use the Marina facilities.

10.9.2 A copy of the boat's current registration must be presented to register a boat.

10.9.3 Marina fees are for the calendar year. Partial fees will not be refunded to boaters who lose moorage rights for failing to comply with these Rules and Regulations.

10.9.4 Each boat and trailer using wet moorage and dry storage must have a current numbered sticker attached for identification purposes.

10.9.5. Marina usage fees are set annually by the SVCA Board. Acceptance of this agreement renders the user liable for payment of such fees forthwith upon receipt of written notification, or within thirty (30) days of publication in the *Sudden Valley Views*. Payments are delinquent if not received within thirty (30) days of the due date, and the boat may be removed from the Marina and impounded without further notice.

10.9.6 Subleasing or allowing overnight use of a moorage slip by other members or non-members is prohibited, except by SVCA.

10.9.7 Lessees wishing to trade slips with others or make special arrangements must have approval from SVCA.

11. Rental of SVCA Facilities:

11.1 SVCA facilities are available for group reservations and rental according to the established policies as specified herein.

11.2 SVCA facilities available for rent are: Adult Center, Main Swimming Pool, Tennis Courts, Rotunda, Dance Barn, Picnic Shelters, Ball Fields, and Recreation Barns. Reservations are made through the Administration Department.

11.3 Marina ball field and the main ball field may not be rented at the same time.

11.4 The Marina picnic shelter and the Afternoon Beach picnic shelter may not be rented at the same time.

11.5 Applicant agrees to leave a facility in the same or better conditions as when accepted, and further agrees that the facility is provided as is, and that there are no warranties, either expressed or implied, as to the fitness of the facility or any equipment therein for any particular intended use.

11.6 Lessee shall agree that neither the SVCA nor any of its agents or employees shall be held responsible for any loss, harm or damage suffered by him/her selves or others as a result of the rental and/or use of the facilities.

11.7 A list of non-Association members who will be in attendance may be requested by staff and required to be filed prior to application approval.

11.8 Individuals or groups that fail to abide by SVCA rules, regulations or policies may be asked to leave the facilities immediately, without rental fee refund. In addition, they may lose future facility reservations and/or use privileges.

11.9 Unless otherwise pre-arranged, rental facilities must be vacated by 12:00 midnight.

11.10 The Lessee and/or their guests who serve or provide their own alcohol at the activity must secure a Banquet Permit (available from the nearest Washington State liquor store) and file same with the Association office. Acceptance of the permit is discretionary with the SVCA manager or his/her designee.

11.11 Rental terms may, in certain instances, require that the group purchase any alcoholic beverages from the license holder in Sudden Valley, in which case lessee will not have to secure the permit.

11.12 Rental terms may entitle exclusive/private use of the following facilities: Rotunda, Dance Barn, Ball field, Main Pool, and Picnic Shelters.

11.13 Members of SVCA in good standing may use any facility during posted hours.

11.14 Where two or more reservation requests are received simultaneously (on the same day) for the same facility, property owner requests for use shall be given priority over non-property owners.

11.15 Specific facility regulations will be provided with rental contract.

12. Finances:

12.1 All monies paid to the Association shall be in the US funds.

12.2. All dues and assessments, fines, penalties or charge levied pursuant to the Articles of Incorporation, Covenants, Bylaws or Rules and Regulations are delinquent if not paid within thirty (30) days of the assessment due date.

12.2.1 Interest will be charged on all delinquent accounts.

12.2.2 A lien will be placed on a member's property when his/her account becomes delinquent.

12.2.3. Other collection procedures, such as foreclosure, will be undertaken following a Board of Directors approved process.

ACC GUIDELINES

(Revised 2014)



QUICK REFERENCE

ACC agendas	13.8	Play equipment	14.2, 14.6.6
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SVCA ARCHITECTURAL CONTROL GUIDELINES FOR DETACHED SINGLE-FAMILY RESIDENCES

In this section you will find the entire set of Architectural Control Guidelines as revised during 2011 by the SVCA Board of Directors. The SVCA Restrictive Covenants, paragraph 16, along with the Bylaws, authorize the Board to promulgate and amend such rules and regulations, as it deems appropriate.

These guidelines are administered by the Architectural Control Committee and enforced by Community and Environmental Services (CES) staff. The committee is comprised of volunteer property owners appointed by the Board of Directors. Community and Environmental Services consists of the administration staff member(s) responsible for enforcement of the Restrictive Covenants and ACC Guidelines, but is primarily available to help property owners achieve their individual desires within the constraints of the guidelines.

All property owners are urged to maintain their lots in a neat and clean manner and in accordance with the regulations of Sudden Valley. With voluntary compliance, costs are reduced, property values are maintained and Sudden Valley remains a pleasant community in which to reside.

13. ARCHITECTURAL CONTROL COMMITTEE:

13.1 - STATEMENT OF PRINCIPLE: In considering the geographic position of Sudden Valley within the Lake Whatcom Watershed, the program for any development within Sudden Valley should consider the rights and interests of its residents, balanced with legitimate concerns for preservation of environmental and aesthetic resources. In addition, the scale and character of the physical development should be consistent with the natural, forested setting in which the community exists. The following descriptions of the Architectural Control Committee (ACC) and its functions are derived from the Restrictive Covenants (RC), which are binding upon all lots in platted divisions and designated condominium tracts within the boundaries of Sudden Valley.

13.2 - COMMITTEE STRUCTURE: The Architectural Control Committee shall be composed of at least five (5) members of the Sudden Valley Community Association appointed for staggered three (3)-year terms by the Community Association Board of Directors. Alternates serve one (1) year terms. Meetings shall be held twice monthly on dates designated by the Committee (RC #4).

13.3 - POWERS: The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all provisions of these Guidelines; if the design or color scheme of the proposed building(s) or other structure(s) is not in harmony with the general surroundings of such property or with adjacent buildings or structures; if plans and specifications are incomplete; or in the event the Committee deems the plans, specifications, details or any part thereof to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final (RC #4).

13.4 - COMMISSION: Plans and specifications for **any** structure or improvement to be erected on any property within the boundaries of Sudden Valley, the proposed location on the subject property, the materials, roofs, and exterior color schemes, any later changes or additions after initial approval, and any remodeling, rebuilding, alterations or additions thereto shall be subject to and require the written approval of the Committee before such work commences.

13.5 - AREA OF RESPONSIBILITY: The Committee shall concern itself with the overall planning, specific sites and building aesthetics. In no way shall the Committee confirm assumed geological condition, structural method proposed nor the general adequacy of safety of any proposed structure(s).

13.6 - PURPOSE: The purpose of the Committee shall be to assist in maintaining the "undevelopment" concept of Sudden Valley through application of the Restrictive Covenants - ensuring the highest possible degree of harmony between natural and manmade systems, and that continued development does not unduly diminish the quality and aesthetic integrity of both the natural and built environments.

13.7 - OBJECTIVES: The objectives of the Committee shall be:

- (a) To create and maintain an aesthetically desirable community by encouraging sensitive architectural design of the individual residences, recreation retreats, condominiums, commercial structures and related facilities.
- (b) To encourage maximum creative architectural response to each individual site as well as to the area and region.
- (c) To protect individual property owners from the results of indiscriminate construction by others that would adversely affect surrounding property values and the general aesthetic quality of Sudden Valley.
- (d) To review plans for any condominium or commercial development planned for Sudden Valley and the setting of each tract considering land use, environment, traffic and amenities, and

other elements as delineated in the Restrictive Covenants for Sudden Valley Condominium Tracts and Commercial development regulations. (Information, Covenants, Rules and Regulations pertaining to Condominium and Commercial development are published under separate cover and are available through CES.)

13.8 - CONDUCT OF MEETINGS: ACC meetings are held at 9:00am on the first and third Thursday of each month, unless otherwise announced. A majority of all committee members, excluding alternates, shall constitute a quorum. Meetings are open to all members in good standing whose written and/or oral comments will be accepted and taken into consideration by the Committee during discussion and final decision of a proposal. The agenda is available at the Administration office in the Clubhouse and is also posted on the SVCA website at least 24 hours prior to each regular meeting. Owners and residents are encouraged to stay informed about pending development activities through this process. Written notice of Committee decisions normally is available within ten (10) working days after the meeting date. Minutes of the meetings normally are available at the Administration office and are posted on the SVCA website no later than five (5) working days following the meeting. Decisions of the Committee are final (R.C. #4) and cannot be appealed to the SVCA Board.

14. ACC GUIDELINES FOR DETACHED SINGLE-FAMILY RESIDENCES:

14.1 - INTENT: These guidelines are intended to help property owners design, build and maintain single-family homes that will meet the intent of the Committee's objectives. Implied in these objectives is a desire to avoid a "tract-like" appearance in Sudden Valley and therefore, repeating the same house plan will be discouraged. One important aspect when selecting a design is the lot itself. **Rather than reshaping the lot to fit the house, the size, shape and topography of the lot should dictate design characteristics.** Given the unique nature and variability of each lot, it should be possible to achieve diverse architectural designs while maintaining a high degree of sensitivity to the natural environment. While it may not be economically feasible for every lot owner to employ a professional designer, it is recognized that there are sufficient numbers of "off the shelf" (stock) plans, which, when modified, should satisfy constraints regarding aesthetics, open space and tree preservation.

14.2 - SCOPE: Any changes that affect the exterior appearance of a house or lot including new construction, additions, parking spaces, fences, outdoor play equipment, sculptures, retaining walls, tree removal or planting, and any other exterior features shall require prior approval by the Committee. The community places a high value on preservation of healthy native trees and natural features. With respect to the degree to which lot size and structure design affect tree removal, the Committee is empowered to deny approval of plans or require redesign or relocation of the structure on the lot based on tree preservation and/or environmental concerns. Neither "A-frame" houses nor "Manufactured Homes" will be approved (see section 14.12.20). The Committee recognizes that the construction industry is rapidly changing and recommends that property owners or contractors wishing to use new construction technologies first submit an in-concept request for pre-approval prior to making substantial investments in plans or permits (see section 14.8.3)

14.3 - ACC COMPLIANCE REVIEW: In order to verify that all proper permits have been obtained, the property owner or his/her designee must provide to the ACC the original Whatcom County stamped and approved plan set and building permit **prior** to commencement of construction. Only after such verification and payment of the Completion Deposit will SVCA issue final approval to proceed, and such approval to proceed will include any conditions or reservations imposed by the Committee. Both Whatcom County AND Sudden Valley approved plan sets and permits must be consulted during construction to ensure compliance to all regulations and permit conditions. Note: Failure to obtain

SVCA authorization to proceed prior to commencement of construction will result in issuance of a Stop Work Order and Notice of Violation to the owner.

14.4 - CONTRACTOR AND OWNER/BUILDER REQUIREMENTS FOR CONSTRUCTION ACTIVITIES:

14.4.1 Licensing Requirements: Other than direct employees of Sudden Valley, any individual or company performing work or providing contracting services within Sudden Valley shall possess a current and valid State of Washington General or Specialty Contractor's License and Bonding, and when requested, provide to the Association proof of such valid license and bond.

Any individual or company applying for approval of new construction, repair, or substantial remodeling projects within Sudden Valley shall provide to CES a current and valid State of Washington General Contractor's license (unless it is owner-built for owner use, in accordance with exceptions to state licensing requirements). A Certificate of Insurance evidencing general liability coverage of at least one million dollars (\$1,000,000) for new construction projects and five hundred thousand dollars (\$500,000) for additions shall also be provided.

(a) Any contractor working in Sudden Valley who violates on three (3) or more occasions the Bylaws, Restrictive Covenants, Rules and Regulations, or the ACC Guidelines such that his/her actions may be considered flagrant, or is the subject of any criminal or civil action for license violations, breach of trust, fraud or other illegal or unethical activities, may be subject to official censure by the Association's Board of Directors and thereafter limited or denied access to Sudden Valley property.

(b) Any unlicensed contractor or subcontractor found to be performing work for compensation may be prohibited access to Sudden Valley until evidence of such licensure is verified.

(c) SVCA may report to the proper authorities any known or suspected incidence of illegal contracting activity.

14.4.2 Portable Toilet: The owner or contractor shall provide on the building lot one (1) temporary portable toilet facility, equivalent in sanitary effectiveness to a "Port-O-Let," placed no closer than five (5) feet from the roadway and in a location least offensive to people in adjoining homes or on the Golf Course. It shall remain in place until such time as the house toilet facilities are operable.

14.4.3 Trash Removal: The owner or contractor shall, if requested by SVCA, provide on the building lot an adequate container for the placement of trash. The contractor shall ensure that its workers, as well as those of its sub-contractors, make proper use of the container. The contractor or owner shall be responsible for removal and proper disposal of all unwanted construction and clearing debris from the site, and such removal shall coincide with construction. Littering of the job site and adjacent properties with lot-clearing debris or builder's trash, bottles, cans, paper wrappers, plastic, etc., is strictly prohibited and subject to notice of violation. Burying trash or organic debris anywhere on or off the lot or adjacent properties is prohibited.

14.4.4 Speed Limits: The posted speed limits and all traffic laws must be observed by the builder and the sub-contractors to preserve their privilege of access to Sudden Valley.

14.4.5 Track-type Vehicles: Track-type vehicles (with either grouser or "street" tracks), concrete pump or bucket truck metal outrigger pads shall not be permitted in direct contact with paved surfaces. Appropriate protection must be placed under the tracks or pads to prevent direct contact.

14.4.6 Concrete Trucks: Concrete trucks and pumps shall only be cleaned or washed out onto the jobsite property, within the impervious boundaries of the foundation. Such material shall not be discharged or permitted to flow onto roadways, driveways, undisturbed/natural or landscaped

areas, adjacent properties, ditches, or right of ways. Also, due to the steep grade of many roads in Sudden Valley contractors and/or owners of the project must ensure that concrete trucks delivering in Sudden Valley do not overfill their drum, thus causing concrete to spill. Thus, it is suggested that one yard be reduced from the fill capacity of any drum. Any spillage that does occur must be cleaned up immediately and citations may occur if spill is due to negligence.

14.4.7 Fire Prevention: Contractors shall have a fire extinguisher on site at all times. A spark arrestor must be installed on all relevant pieces of equipment used in construction. A viable water supply with an attached 3/4-inch hose of adequate length must be available at all construction sites at the time of footing and floor elevation inspection.

14.4.8 Violations: It shall be the property owner's responsibility to ensure that any contractor performing work on the owner's behalf complies with these rules. Violations of the Restrictive Covenants, these Rules and Regulations, or the Architectural Control Committee Guidelines will be called to the attention of the contractor and property owner, and a fine may be assessed accordingly. The property owner shall receive a Notice of Violation for infractions and shall be responsible for repair of any property damage resulting from actions of the contractor. Any outstanding violations or fines must be resolved or paid before new permits or change requests will be processed for either the contractor or the property owner. The property owner will ultimately be held responsible for any fines assessed.

14.5 - SITE AND LOT REQUIREMENTS:

14.5.1 Property Coverage and Open Space Requirements: Measurements for determining these percentages shall be measured on a horizontal plane.

(a) Property Coverage Rule - The principle building and accessory structure footprint, inclusive of eave projections and exclusive of driveways and decks, shall occupy no more than thirty-five percent (35%) of the lot.

(b) Open Space Rule - At least fifty percent (50%) of the lot shall be kept free of all structures, including but not limited to all areas covered by weather-tight roof, decks, steps, driveways, hard surfacing and parking areas.

(c) The minimum fifty percent (50%) open space as required herein shall be a continuing obligation. Such space shall be maintained with porous ground cover, and no parking or storage of materials shall be permitted in the open space.

(d) Special rules apply to Cluster lots see section 14.5.8.

14.5.2 Minimum Setbacks: Setbacks will be measured to the structure where **roof projections and decks** are defined as being included in the structure. Minimum setbacks for later platted divisions may be more restrictive. See the covenants for that specific division. The Whatcom County Zoning Ordinance (Title 20) shall apply in the event its minimum setbacks are greater (more restrictive). Prospective builders are urged to consult Whatcom County zoning officials prior to site plan preparation. Minimum Sudden Valley setbacks are as follows:

Front - Twenty (20) feet from right-of-way margin.

Rear - Five (5) feet.

Interior Side - Five (5) feet.

Side Yard on a Flanking Street - Twenty (20) feet from right-of-way margin, where feasible.

Cluster Lots - Special rules apply to Cluster lots see section 14.5.8.

Environmentally Sensitive Areas*-

Non-fish bearing streams - Fifty (50) feet

Fish bearing streams – One-hundred (100) feet

Shoreline streams – One-hundred fifty (150) feet

Shorelines – One-hundred (100) to two-hundred (200) feet, depending on activity

Ponds – Fifty (50) feet

Lakes – One-hundred (100) feet

Wetlands – Twenty five (25) to three-hundred (300) feet, depending on the wetland classification and activity

*Distances are subject to change. Please refer to the WAC and Whatcom County staff for site-specific setbacks and most current regulations (*updated June 2010*).

14.5.3 Area and Density Regulations:

(a) No building or structure, nor the enlargement of any building or structure, shall be permitted or located on any lot unless in conformity with these area regulations.

(b) No platted lot now existing or hereafter established shall be subdivided, reduced or diminished in size such that yards, open space or total area be made smaller than the minimum required by these regulations; nor shall any lot or parcel of land that is now smaller than the minimums required by the regulations be further reduced or diminished in size by any grant or action.

14.5.4 Vision Clearance:

(a) All corner properties shall maintain a clear triangle at the intersecting street right-of-way. This area shall contain no planting, fence, wall, vehicles, temporary or permanent obstruction exceeding thirty (30)-inches in height, measured from the mean grade of the intersecting streets except that trees exceeding this height may be located in this area, provided all branches and foliage are removed to a height of ten (10) feet above the grade.

(b) One angle of this triangle shall be formed by the intersecting street right-of-way. The sides of the triangle measured along the property lines from said angle shall be twenty (20) feet in length. The third side of such triangle shall be a straight line connecting the ends of the two aforementioned lines.

14.5.5 Driveways:

(a) Driveways must not intersect streets or thoroughfares within thirty (30) feet of an intersection.

(b) The first five (5) feet of any driveway connecting with an SVCA road shall be paved and flush with the roadway edge, using either asphalt or concrete to reduce "loose rock" damage to SVCA roads and reduce the hazard to two (2) wheeled vehicles.

(c) All driveways where the slope exceeds 10% (i.e. over 6 degrees uphill) must be paved from the edge of the paved right-of-way to the property line or fifteen (15) feet, whichever distance is greater.

(d) Where there is positive grade (uphill) from the street, driveway approaches should be properly configured to prevent storm or domestic water from flowing onto the roadway below by construction of a swale, 4-inch minimum width strip drain or other approved catch basin (see Appendix A). Similarly where the grade of the driveway slopes downhill towards the home a strip drain must be installed in front of the garage, which connects to the home's footing drains.

(e) Driveways and keyways shall be constructed to minimum SVCA standards.

Minimum driveway width is twelve (12) feet and maximum width is twenty (20) feet (see Appendix A).

(f) The maximum driveway slope shall not exceed 25% without a variance (see Appendix A).

(g) A driveway turn-around and/or curb may be required in situations with identified safety concerns.

(h) Treated timbers or other suitable edging shall be placed along crushed rock driveways to define access and parking areas and to contain and minimize the scattering of rock. Timbers treated with creosote are not permitted.

(i) Complete replacement of existing driveway requires ACC approval as well as on site inspection by CES staff prior to implementation.

14.5.6 Parking: Creating or installing additional parking capacity requires prior ACC approval.

(a) Each single-family dwelling shall have a minimum of two (2) parking spaces, at least one (1) of which shall be enclosed in an attached garage.

(b) The committee discourages parking in the right-of-way or creating parking spaces in the right-of-way, especially where there is a ditch.

(c) All garages shall be constructed to allow a minimum of twenty (20) feet of driveway between the garage door and the property line.

(d) Special rules apply to Cluster lots see section 14.5.8.

14.5.7 Culverts and Ditches: Grass or rock-lined open ditches shall be preferred over culverts (covered pipe systems), due primarily to the capacity of open ditches to capture runoff from the road surfaces and to provide for the energy dissipation and infiltration of runoff. Modifications to the existing ditch, including culvert installation or extensions, require prior ACC approval.

(a) New culvert installations shall be the responsibility of the property owner.

(b) Within SVCA road right of ways, maintenance of properly installed culvert pipes shall be the responsibility of the Association. The abutting property owner is responsible for keeping ditches and ends of culvert pipes clear of debris that could impede water flow. Should replacement or repair of any damaged or improperly installed culvert become necessary, it shall be the responsibility of the abutting property owner to replace or repair said culvert upon notice from the SVCA.

(c) The Drainage System Master Plan for SVCA (Bell-Walker, 1982), together with sound engineering principles, shall be the basis for establishing minimum culvert sizes, specifications, and other requirements for any given application.

(d) In addition, installation of all drainage culverts, culvert extensions and diversions shall be subject to certain minimum standards judged appropriate to the site by SVCA. The culvert pipe shall be corrugated metal, concrete, or double wall ABS pipe. The minimum diameter allowed is twelve (12)-inches. Any embankment next to the ends of the pipe shall be sealed or rip rapped to prevent erosion (see Appendix A).

(e) A concrete catch basin, type one (1) with cleanout, shall be installed every 40 linear feet of culvert and at any change in the culvert's horizontal or vertical alignment.

14.5.8 Special Rules for Cluster Lots: Cluster lots are defined as platted lots that are adjacent to a common platted parking area that usually serves four (4) or more lots.

(a) The thirty-five percent (35%) property coverage limitation shall not apply to cluster lots.

(b) The open space requirement remains at fifty percent (50%); however for purposes of calculating the allowed coverage, the square-foot area corresponding to the undivided interest in the adjacent parking area is included in the calculation to determine the allowed coverage.

(c) However the square-foot area corresponding to the undivided interest in the adjacent parking area used in the calculation cannot be greater than half the actual lot size.

(d) Cluster lot, open space calculation method.

Example: For a 3000 sq. ft cluster lot, adjacent to a 4000 sq. ft parking area that serves four (4) cluster lots.

3,000 sq. ft Cluster lot size

1,000 sq. ft. 1/4 undivided interest in 4000 sq. ft. parking area (4000 ÷ 4 but not greater than 3000 ÷ 2)

4,000 sq ft Total square footage used for calculating 50% rule.

Example: For a 3000 sq. ft cluster lot, adjacent to an 8000 sq. ft parking area that serves four (4) cluster lots. In this example the undivided interest in the parking area calculation is limited by the requirement of subsection (c).

3,000 sq. ft. Cluster lot size

1,500 sq. ft. 1/4 undivided interest in 8000 sq. ft. parking area (8000 ÷ 4 but not greater than 3000 ÷ 2)

4,500 sq ft Total square footage used for calculating 50% rule.

(e) Cluster lots minimum setbacks – Setbacks will be measured to the structure where **roof projections and decks** are defined as being included in the structure. The setback from the road right of way margin for a cluster lot is twenty (20) feet. When the house is facing the platted parking area and the driveway access is from the platted parking area, a side setback to the road right of way margin of less than twenty (20) feet may be considered. All other setbacks are five (5) feet minimum to the eaves. Setbacks for cluster lots not adjacent to the road right of way margin are five (5) feet minimum to the eaves on all sides.

(f) Cluster lot parking requirements - Each single-family dwelling shall have a minimum of two (2) parking spaces one of which shall be enclosed in the form of an attached garage. All garages shall be constructed to allow a minimum of twenty (20) feet of driveway between the garage door and the adjacent platted parking area where feasible.

14.6 - STRUCTURE REQUIREMENTS:

14.6.1 Minimum Interior Living Space: For all new construction, a minimum **finished interior living space** (see definition) of one thousand four hundred (1,400) square feet, exclusive of garages, is required. A minimum footprint, inclusive of garages, of one thousand (1,000) square feet is also required. Minimum requirements for later platted divisions may vary according to the covenants for that specific division. Variances to this requirement for special circumstances may be allowed by written request (see section 14.8.13).

14.6.2 Height Regulations: Maximum structure height in Divisions one (1) through thirty-four (34) shall be thirty (30) feet under Definition I or twenty (20) feet under Definition II (see Appendix B). Height limitations for later platted divisions may vary according to the covenants for that specific division. The owner, upon application, may elect either height definition, but structures shall not exceed the height limits as specified.

14.6.3 Exterior Finishes: Exteriors shall be composed of materials compatible to surroundings and in keeping with the Committee purposes and objectives (see sections 13.6 and 13.7).

(a) **PAINT COLORS** - The use of "subdued" exterior colors that blend into a forested setting is required. Approval of owner selections shall be discretionary with the Committee and shall be limited to specific site applications. Approval of a color in one location does not necessarily mean the color is deemed approved for all locations. Custom colors are approved or disapproved based on other criteria, including possible negative contrast with the streetscape and surrounding areas.

(1) Unless otherwise approved, garage doors and panels are considered part of the body of the house for paint purposes. All existing and proposed garage doors must conform to this section.

(2) Structures found to be in noncompliance with these color guidelines may be required to be repainted immediately following their discovery and notice of noncompliance from the Association.

(3) If painting is not completed within six (6) months of approval, applicant shall resubmit the request to the Committee.

(b) ROOFING - Roofing materials should be of fire-resistant materials and may consist of asphalt/fiberglass shingles, cement tiles, composites, metal and/or other specialized roofing materials subject to Committee approval. Wood shingles, shakes, or corrugated roofs are not permitted. Shake roofs with a Class-A fire rating may be permitted with prior approval from the Committee. Type and color choices for all materials shall be submitted to and approved by the ACC prior to application on any residence, addition or accessory structure. The Committee will not approve a submission for partial re-roofing with a material or color that is different than the existing roof. The re-roofing of a structure using asphalt/fiberglass shingles in the shades black, grey or brown shall be considered routine maintenance and not require committee approval.

(c) SIDING - Siding may consist of wood or wood products, fiber-cement-based products, rock and/or brick veneers, and stucco (when combined with other approved siding types). No asphalt, aluminum, or vinyl materials shall be used or approved for use as siding. Samples of the proposed material may be requested by the Committee. Approval of any non-conventional material(s) shall be discretionary and may be limited to that specific site. All siding types and installation must meet current building codes.

(d) FOUNDATION - Exposed concrete shall not exceed a maximum of 12" from level finished grades to bottom of siding. For stepped foundation walls, exposed concrete shall not exceed a maximum of 24" at any point or an average of 18" from sloped finish grades to bottom of siding. Where exceeding any of these maxima is unavoidable, foundations shall be finished in character consistent with Section 14.9.1(d) of the ACC Guidelines. See Appendix G for more information.

(e) MISC. - Metal chimneys, "B-vent" and plumbing stacks that exceed thirty (30) inches in height measured from the lowest point of roof penetration or that extend below the roofline on the exterior sidewall shall be enclosed in an approved box or "chase." That portion that is left exposed shall be painted flat black or brown.

(1) All other exposed metal flashing shall be painted an approved color.

(2) Code-approved spark arrestors MUST be provided on all chimneys connected to wood burning appliances.

14.6.4 Exterior Lighting: The purpose of exterior lighting is to make safe movement possible and to enhance aesthetic qualities of the structure and its surroundings. Though there are many needs for exterior lighting in our community, obtrusive aspects of lighting can extend well beyond the boundaries of the area in which the lighting is installed and intended for use. These obtrusive aspects can be effectively controlled or eliminated with carefully considered attention to design, installation and use. General requirements are as follows:

(a) All existing and proposed exterior lighting shall conform to this section. Exterior lighting on new construction must be indicated on submittals to the Committee for approval.

(b) All exterior lighting must be directed downward. When the bulbs are not completely shielded by the fixture, the fixture must have frosted/opaque glass so the bulb is not visible (see Appendix F, Section 1).

(c) Recessed canister lights built into the eaves or canopy of a house, garage, or other building is the first choice of lighting building exteriors (See Appendix F, Section 2).

(d) Excessive mounting heights will be discouraged and may be prohibited at the discretion of the Committee.

- (e) Exterior area lighting for residences and commercial development shall not be directed toward neighboring structures.
- (f) Any exterior flood light or spot light type fixtures shall be shielded so that the bulb itself is not directly visible from anywhere other than the owners' property (see Appendix F, Section 3).
- (g) Lights activated by motion detectors shall be adjusted where possible to minimize inadvertent or constant activation by normal adjacent activities.
- (h) Mercury vapor lights will be approved only where deemed appropriate, and they require specific approval by the Committee.
- (i) The number and brightness of exterior lights for use around residences shall not be excessive as determined by the Committee (see subsection j, below).
- (j) Exterior lighting found to be objectionable to neighboring residences or commercial interests may be appealed to the Committee for review. In the event differences cannot be resolved between the parties, the Committee shall act as arbitrator, and its decisions shall be binding.
- (k) If lighting projects are not completed within six (6) months of approval, applicant shall resubmit the request to the Committee.

14.6.5 Storm Water Drainage: Storm water drainage resulting from roof, parking and driveway areas shall be diverted into an appropriate drainage system.

- (a) For single-family residences, the storm drainage collected from roofs and driveway areas shall be piped into an on-site drainage retention/detention system which meets the minimum standards established by the SVCA engineer or other applicable public agencies (see Appendix C).
- (b) Storm water (including system overflows and sump pumps) shall not be permitted to flow into the sewerage collection system.
- (c) System cleanout/sump shall be inspected and cleaned by the owner periodically to ensure proper functioning.
- (d) Those systems found to be faulty or malfunctioning shall be required to be repaired (at the owner's expense) to a level of function applicable to standards in effect at the time of original installation.
- (e) Additions to existing homes, new garages, etc., may require construction, enlargement and/or other modification of a storm water retention system to ensure adequate capacity and function.

14.6.6 Accessory Structures: All construction of sheds, storage areas or other accessory structures requires prior ACC approval. Accessory structures shall be attached to the proposed or existing residence, except where attachment is impractical due to topography or other reasons acceptable to the Committee and must meet minimum setback requirements (see section 14.5.2). In no case shall structures be supported by or attached to trees.

- (a) All accessory structures (garage, storage, woodsheds, etc.) shall be consistent with the main structure in terms of architectural character, materials and finishes.
- (b) All outside storage areas must be screened from view of adjacent properties and roads. This includes areas for storage of trash and recycling containers, under decks where such areas are used to store any type of materials, or any area on the lot where materials are being stored.
- (c) Except where otherwise specifically approved, the total area on each lot utilized for such outside storage may not exceed one hundred (100) square feet in area, nor can it reduce in area the required minimum fifty (50) percent open space (see section 14.5.1).
- (d) If accessory structures are not completed within six (6) months of approval, applicant shall resubmit the request to the Committee.

14.6.7 Propane Tanks: Installation or relocation of propane tanks requires prior ACC approval.

(a) If intended as fuel for a residence to be constructed, the plans and specifications shall include location of the propane tank on the site plan together with details for tank screening.

(b) Free-standing propane tanks will not be allowed in front of the house or on any side of the property facing a street unless they are buried or a variance is given. Smaller, vertical propane tanks may be mounted on the side or rear walls of the residence with appropriate screening.

(c) Screening may consist of an appropriate enclosure and/or deer resistant vegetation. Solid screening is not recommended unless design meets local fire code. The enclosure must be open on the top and have at least four (4) inches of clearance above the ground for proper ventilation. Design and color treatment of the enclosure must have Committee approval. Deer resistant plant materials utilized as screening must be of a perennial, evergreen species of sufficient initial height and fullness to provide complete screening of the tank at the time of final inspection. Use of *arbor vitae* as vegetative screening is not allowed.

(d) Propane tank and screening installations shall meet all federal, state and county regulations. See Appendix H for more information.

14.6.8 Fences: Construction or installation of fences requires prior ACC approval. The design and concept of Sudden Valley is one that promotes and emphasizes continuity of open space for the benefit of both human and wild animal populations. Unquestionably, anyone's fence will be "shared" by his or her neighbors, even if those neighbors have only to look at the other side of it. An inconsiderately placed fence or hedgerow can box a neighbor in, destroy his view or create (or make worse) any number of other problems in the neighborhood. Applicants are strongly encouraged to notify their neighbors of proposed fences prior to applying to the ACC for approval. In addition to being a neighborly thing to do, this exchange of information may allow for a fence design that can address multiple concerns within a neighborhood. The need for privacy, security, pet enclosures, open space, etc. are concerns of all property owners within Sudden Valley. It is therefore important to keep in mind that the Committee has a variety of needs and concerns to consider when processing an application to construct a fence. Each submittal will be treated on a case by case basis. The decision shall be based on the following criteria:

- Topography of the lot.
- Lot size and shape.
- Intended use, i.e. privacy, protection, animal enclosure.
- Additional considerations specific to the proposal (positive or negative impacts to neighboring properties).
- Aesthetics

(a) Design Elements and Placement Requirements: See Appendix D for examples of fence design.

- (1) Existing vegetation may not be removed to accommodate any hedge or fence without prior approval; and application for such must be made part of the original request.
- (2) No tree shall be used for the attachment or support of any fence of any kind.
- (3) Yard perimeter fences are discouraged.
- (4) Fences shall not encroach into setback areas (see section 14.5.2) without requesting a variance.

(b) Living (vegetative) Fences:

(1) Where there is a desire for privacy between or among adjacent properties, living fences or hedges composed of native evergreens, or a combination of specimen and native plants are encouraged.

(2) Living fences, whether planted or cultivated using native vegetation must be approved by the ACC. Such hedges may be planted or cultivated only to the extent that they can be and are maintained by the applicant property owner and will not encroach onto the neighboring lot nor grow to excessive heights (height limits may be imposed to preserve views enjoyed by adjoining properties).

(c) Non-vegetative Fences:

(1) Solid fencing will be discouraged for most situations within Sudden Valley.

(2) No non-vegetative residential fence may exceed five (5) feet in height from ground level. Fences on constructed or natural berms shall not exceed five (5) feet, including the height of the berm. Where the lot abuts on a county road, the height limit may be six (6) feet.

(3) All residential non-vegetative fencing shall be composed of materials that blend with the native background. Approval will depend upon fence style, aesthetic qualities and structural integrity of each individual proposal and with an emphasis on consistency within the local neighborhood area. See Appendix D for more information.

(4) Vegetative screening may be required to break up the outline of the fence from adjacent lots and the street.

(5) Above-ground electric fences are not allowed in Sudden Valley.

Underground electric fences, such as Invisible Fence, are acceptable for pet enclosures and do not require prior ACC approval.

(6) Temporary fences to protect individual trees or plants from animal damage do not require ACC approval. Green, brown or black wire is encouraged for these fences. Homeowners must remove such fences within one (1) year or apply to the Committee to keep them for a longer period.

(d) Privacy Screens:

(1) Maximum size of a privacy screen shall be six (6) feet high by eight (8) feet long.

(2) Solid screens are discouraged.

(e) Submittal Process: Fences, hedges, pet enclosures, privacy screens, etc. require prior approval from the ACC. Landscape plans are not to include fencing; separate application must be submitted for fencing requests. **Review of fence requests is on an individual basis and shall not be based on any previous approval or pre-existing fence.**

Application forms are available from the SVCA administration office or SVCA website.

Applications to the Committee should have the following:

- Name, date, division/lot, street address, mailing address, and phone number.
- Description (including dimensions) of fence or hedge material and design.
- Description of intended use of fence or hedge.
- Submittal of a site plan depicting the location on the lot of the proposed hedge or fence with dimensions of both the fence and the distance from the fence to property line.
- Additional information you would like the Committee to consider.

Also required:

- Corners of the proposed fence need to be staked prior to submittal.
- Complete a utility locate before breaking ground.
- If fences are not completed within six (6) months of approval, applicant shall resubmit the request to the Committee.

14.7 - COURSE OF CONSTRUCTION ACTIVITY:

14.7.1 Hours of Operation: Hours designated for construction and construction-related activities on platted lots shall be Monday through Saturday, 8 a.m. to 6 p.m.

(a) Work crews may begin preparation no earlier than 7:30 a.m. weekdays and 8 a.m. Saturdays.

(b) Sunday, holiday and evening work shall be limited to activities that exclude any and all machinery noise, i.e. chainsaw, excavators, power tools, etc., unless such tool use cannot be detected beyond the boundaries of the lot. Staff shall issue warnings and/or Notice of Violations resulting from complaints.

14.7.2 Lot Clearing and Excavation: It is extremely important that those persons doing the work know in advance what has been agreed upon among the Committee, contractor and property owner, and that all parties are informed of any changes that deviate from the original agreement prior to commencement of excavation.

(a) Approval of final or amended plans by the Committee shall constitute agreement among the parties as to location of the structure on the lot, number and location of trees to be removed/retained, driveway location and other site plan details. Special provisions or conditions made part of the approval shall be specified in the initial or subsequent letter of approval to the owner. **Staff must be contacted beforehand if the excavation/tree removal plan is to be altered in any way.**

(b) Land-defacing and excavating shall be kept to a minimum during and after house construction or addition. Natural growth shall not be disturbed excessively or unnecessarily. IMPORTANT NOTE -- SEE SECTION 14.9.1(b).

(c) Hauling away and/or shredding branch and stump debris is required.

(d) No outdoor burning is allowed in Sudden Valley except as provided in SVCA Rule and Regulation 1.6 and its sub-regulations found in the Sudden Valley Documents.

(e) Piling of dirt from excavation and rough grading during and after construction shall be done in a manner to avoid damage to trees and other natural foliage, and all such activities must be confined to the lot. **No dirt shall be piled against or beneath the dripline of any tree.**

(f) Encroachment by machinery or storage of materials on adjoining lots constitutes trespassing and shall not be condoned. Such cases may be subject to Notice of Violation and may be reported to the adjoining lot owner.

(g) Care must be exercised during the clearing of trees and construction to avoid damage to vegetation on adjoining properties. In some cases the ACC may require that the trees be removed in sections to avoid such damage. Broken branches must be properly sawn back to the trunk (to the root collar) or main branch.

14.7.3 Erosion Control: [Critical environmental impact item] Approved and effective silt screening devices must be placed appropriately within the job site and adjacent to any stream, lake, pond, trench, ditch or intermittent channel that drains to a flowing watercourse.

(a) Such devices shall be composed of materials specifically designed for use in silt retention and shall be properly installed and maintained during construction (see Appendix E).

(b) Straw bales, check dams, or sand bags may be required before excavation commences and used as primary filters in addition to or in place of silt fences.

(c) Mulch, straw, or plastic shall be used to cover areas and piles of exposed soil.

(d) Installation of a construction entrance surfaced with quarry spall is required.

(e) The Department of Ecology Stormwater Manual should be used for additional information and clarity on these and other Best Management Practices (BMPs).

14.7.4 Contractor Parking: General contractors must provide temporary on-site parking for themselves and sub-contractors, and/or designate, in consultation with staff, an alternative off-site parking area. Disturbance of soil and/or vegetation shall be kept to a minimum, and off-site areas shall be restored to their pre-construction conditions prior to completing the final inspection. No on-site construction parking shall be made permanent without prior ACC approval.

14.7.5 Inspections: There are several required inspections by Community and Environmental Services (CES) staff during the construction period. Following 24-hour advance notice by the property owner or their designee, staff will perform on-site inspections prior to the following stages of construction:

- (a) **EROSION CONTROL** - Review of erosion control measures to ensure they are functioning properly, this includes but is not limited to:
 - Silt fences and other silt screening must be installed correctly. See Appendix E for specifications.
 - Areas of exposed soil that will not be modified within 24 hours must be covered with mulch, straw, or plastic sheeting.
 - Soil piles that will not be used within 24 hours should also be covered.
 - Additional materials should be available onsite to implement additional erosion control as needed or required.This inspection is usually completed by CES at the time of the setback inspection. Failure to meet erosion control Best Management Practices will require immediate correction and a twenty four (24) hour re-inspection.
- (b) **SETBACKS** - Location of the building on the site as approved by the ACC will be confirmed by an inspection when forms have been set, but prior to the pouring of concrete foundation footings. Lot boundaries and foundation wall lines must be clearly marked to allow determination of approved setbacks. Any revisions require prior ACC review and approval.
- (c) **STORMWATER SYSTEM** - Design, location, and size of the system will be confirmed by inspection after being excavated but prior to filling, covering, or enclosing. Systems may be water-tested during final inspection. Consult CES for details of the storm water system. See Appendix C for a detailed diagram.
- (d) **DRIVEWAY** – Driveway configuration will be confirmed by an inspection when forms have been set but prior to pouring the driveway. Refer to driveway design standards section and illustration for more details (see section 14.5.5). Any revisions require prior ACC review and approval. See Appendix A for more information.
- (e) **FINAL** - Inspection for release from Committee jurisdiction will be at the owner or developer's request **prior to occupancy** of the structure and no later than nine (9) months from date of start of construction, unless an extension has been granted. Extensions or variances from this provision must be requested in writing and approved by the ACC. Occupancy prior to final inspection will result in loss of all or part of the construction completion deposit (see section 14.7.7).

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 at a rate of \$50 per 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 nine (9) months after the start date 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.

(c) Failure to complete construction by the nine (9) month deadline can result in penalties of \$500 and \$50/day, 6 days a week (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.

14.8.2 Construction Application: The following items must be submitted and/or completed at time of application:

- SVCA Construction Application and Checklist (**must be signed by property owner**).
- Application fee (see section 14.8.8)
- Copy of survey by a licensed surveyor including topography, trees, and square footage
- Two (2) sets of construction plans (including floor plan, elevations, and finished grade)
- Two (2) copies of site plan @ 1"=10' scale (see Appendix I for sample)
- Two (2) copies of landscaping plan @ 1"=10' scale
- Driveway cross-section, showing road edge to garage slab
- One (1) copy of specification sheet including paint chips, roof color, and lighting sample
- Proof of insurance to include \$1,000,000 (\$500,000 for additions) general aggregate liability coverage
- One (1) copy of water/sewer availability
- Property and building corners must be staked
- ALL trees requested for removal must be clearly ribboned and indicated on site plan
- Written application for variance, if any
- Refundable Completion Deposit (due during permit meeting - see section 14.8.8)

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.

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 CES 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 13).

(b) Certificate of Insurance evidencing general liability coverage of at least one million dollars (\$1,000,000). Additions are required to have coverage of at least five hundred thousand dollars (\$500,000).

14.8.6 ACC Compliance Review and Disposition: Whatcom County and SVCA permits are required for all construction activity in Sudden Valley. Both Whatcom County and Sudden Valley approved plan sets and permits must be consulted during construction to ensure compliance to all regulations and permit conditions. Failure to obtain SVCA authorization to proceed prior to commencement of construction will result in issuance of a Stop Work Order and Notice of Violation to the owner. The Committee shall approve or disapprove accepted plans, specifications and details within thirty (30) days from receipt thereof or shall notify the person submitting them when an additional period of time, not to exceed an additional thirty (30) days, is required for such approval or disapproval. Plans, specifications and details with written Committee approval or disapproval, shall be returned to the person submitting them. At least one (1) copy shall be retained by the Association.

14.8.7 Quality and Content of Submittals: The Committee requires a series of plans and forms to determine if the building project meets all of the Sudden Valley Covenants and Guidelines. All of these plans and forms must be submitted in the detail required for the building application to be considered. Building documents submitted to the Committee for approval shall be accurate, near as possible to "professional quality" and shall include:

(a) **Existing Conditions Site Plan** using 1-inch = 10-foot scale depicting:

- The SVCA division, lot and street address;
- Property boundaries including the road right-of way;
- Location of the proposed structure on the lot showing roof line (solid) and wall lines (dashed);
- Proposed setbacks from the property boundaries to eaves;
- Proposed location of walks, decks, patios, and driveway;
- Proposed location of any turn-around and/or permanent, non-driveway parking (such as may be desired for inclement weather conditions).
- Accurate location of all trees (six (6)-inch diameter or larger) on lot indicating species and size.
- Trees that the developer proposes to remove should be so designated;
- Rock outcroppings or other major geological features;
- Abutting wall line of existing homes on adjacent lots;
- Location of water courses, natural drainage areas and standing water;
- Existing lot contour lines shown at two (2) foot vertical intervals;

*See Appendix I for a sample site plan

(b) **Proposed Construction and Landscaping Site Plan:** using 1-inch = 10-foot scale depicting:

- The SVCA division, lot and street address;
- Property boundaries including the road right-of way;
- Location of the proposed structure on the lot showing roof line (solid) and wall lines (dashed);
- Proposed setbacks from the property boundaries to eaves;
- Proposed finish grade at each wall (expressed as ft. in elevation, consistent with topography);
- Proposed elevation of garage floor (expressed as ft. in elevation, consistent with topography);

- Proposed finished grade contour lines shown at two (2) foot vertical intervals;
- Proposed location and composition of walks, decks, patios and driveway;
- Proposed location and composition of turn-around and permanent, non-driveway parking
- Location and details of proposed retaining structures;
- Location of all proposed outdoor lighting;
- Proposed location of utilities;
- Proposed location of accessory structures;
- Proposed location and screening details for propane tanks and trash receptacles;
- Proposed location of storm water retention system, main sump and clean-out (see sec. 14.6.5);
- Locations of water courses and natural drainage areas;
- Proposed placement and description of plant materials, rock, fencing, etc. (see section 14.9);
- Proposed landscaping changes within the road right of-ways shall be included in the plan.

(c) Elevations Drawings using 1/4-inch = 1 foot scale depicting:

- Proposed structure location on the lot, two (2) cross sections may be required on complex slopes;
- Scaled cross section elevations of proposed retaining structures;
- Scaled cross section drawings of the lot and road right-of-way depicting the slope;

(d) Typical Exterior Building Sections using 1/4-inch = 1 foot scale depicting:

- All sides of the structure sufficient in detail to show accurate depiction of construction and materials.
- Proposed finish grade at each wall (expressed as feet in elevation).

(e) Floor Plans for all interior living space using 1/4-inch = 1 foot scale.

(f) Roofing Layout Plan using 1/4-inch = 1 foot scale.

(g) Driveway Cross Section: using 1-inch = 10-foot scale depicting:

- Driveway from the road edge to the garage slab with degree of slope indicated

(h) Variance Request as may be applicable, in writing.

(i) SVCA Application and Checklist Forms completed with signed statement that documents and site preparation are sufficient to allow adequate review by the Committee.

14.8.8 Submittal Fees: A fee based on the total square footage of both finished and unfinished living space shall accompany the submittal of plans for new single-family detached structures and additions. If the additional square footage of an addition project is equal to or greater than the existing structure it will be considered a new home construction project, subject to applicable fee and deposit requirements. Except as stated below, no additional fee shall be required for re-submittal of plans revised in accordance with Committee requirements or recommendations. Any approval for which an extension beyond the 90-day start of construction deadline has been properly obtained, the work on which has not been commenced within one (1) year from the original approval date, shall be considered void. Such plans shall require complete re-application along with the appropriate fees.

<u>Living Space Square Footage</u>	<u>FLAT FEE</u>
1,400 (min.) and up	\$3500
Additions (smaller than existing home)	\$1.75/sq. ft of additional space

-Refundable new construction completion deposit: \$5000 (see section 14.8.9).

-Refundable addition/remodel/completion deposit: \$750 and/or variable deposit based on scope and complexity of project (see section 14.8.9).

Fees paid for plans permanently withdrawn prior to Committee action are refundable up to eighty percent (80%).

14.8.9 Completion Deposit: A completion deposit is required for new home construction projects in an amount to be set by the SVCA Board but not less than \$5000 (cash or cash equivalent). The deposit amount for additions to existing homes is \$750. Deposit is payable by the property owner or authorized agent upon plan approval prior to start of construction. In the event the project is completed in a timely manner as evidenced by Sudden Valley final inspection and the property owner has complied with all applicable requirements and procedures, the SVCA, upon written request from the property owner, shall promptly return the completion deposit and release the project from Committee jurisdiction.

(a) The deposit shall be for the purpose of ensuring that all sums that may become due to SVCA between the date of issuance of a construction permit and the issuance of a certificate of completion are paid in full.

(b) Deposit may be increased for individuals, either owner or contractor, who have exhibited a record of flagrant and/or consistent rules violation.

(c) Non-compliance within the ACC approved time limit, non-approved changes, un-repaired damage to Sudden Valley property, **occupancy without final inspection** or failure to pay any outstanding fines related to the project may result in the total or partial forfeiture of the deposit.

(d) At the discretion of the SVCA Board, amounts forfeited under the completion deposit provision may be used to rectify problems on the site to the extent allowed by law, but shall not be considered liquidated damages.

14.8.10 Survey Requirements: The Committee will require that the site plan as submitted reflect the results of an accurate survey. Therefore, prior to plan submittal, it shall be the responsibility of the developer or his/her designee, to have a licensed surveyor accurately locate the property corners, determine square footage of the lot, map contour lines for the lot at two (2) foot vertical intervals and accurately locate all trees (six (6)-inch diameter or larger) on the lot indicating species and size.

(a) Staff shall determine the adequacy of survey information during the pre-meeting site review. Survey stakes shall not be disturbed unnecessarily during construction.

(b) Stakes that are buried or otherwise obliterated shall be reestablished at the owner's expense by **a licensed surveyor** upon completion of the home and prior to final inspection.

(c) Due to Sudden Valley's location in the Lake Whatcom Watershed, it is advised that physical characteristics of the site be reviewed to identify environmentally sensitive areas, such as streams, wetlands, forests, and wildlife features. If any are found, the applicant should contact Whatcom County immediately to discuss any potential buffers or restrictions.

14.8.11 Pre-Meeting Site Preparation: For inspection prior to the Committee meeting at which the project is to be considered, **corners of the proposed structure (including eaves) shall be staked**; roof corners in one color and decks in a different color. ALL trees designated for removal shall be marked on site using surveyors tape (NOT spray paint) and shall be consistent with those noted on the site plan submitted. Such preparation must be completed at time of submittal.

14.8.12 Utility Locate: Prior to excavation, a utility notification center must be contacted.

14.8.13 Variances: It is realized that, with the passage of time, these guidelines may change in keeping with updated building materials technology, methods of construction and style or architectural concepts.

(a) The Committee may allow reasonable variances and adjustments of these restrictions in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the provisions contained herein; provided that such is done in conformity with the intent and purposes hereof and that in every instance such variances or adjustments will not be materially detrimental nor injurious to other properties or improvements in the neighborhood, the unit or subdivision (see section 14.8.3).

(b) Requests for a variance must be made in writing to the ACC.

14.9 - LANDSCAPING: Any landscaping that alters the appearance of a property requires prior ACC approval. Because well designed and maintained landscaping increases both individual and community property values, the Committee requires certain minimum landscaping standards for all developed property in Sudden Valley. These guidelines attempt to integrate the aesthetics of the site with the natural environment, protect native features, and provide for adequate soil stability. In addition, residents are urged to be conscious of potential maintenance issues, be stewards of Lake Whatcom, and to implement sustainable landscaping practices. These may include using permeable surfaces, effectively managing runoff, planting native ground cover instead of grass, using low maintenance techniques, properly disposing of pet waste, and avoiding fertilizer and pesticide use. The SVCA shall specify to the resident what constitutes a violation under this section and shall issue a Notice of Violation or Non-Compliance in accordance with the Covenants, Rules and Regulations and these Guidelines.

14.9.1 Landscape Guidelines:

(a) Existing native vegetation shall be utilized to the greatest extent possible when formulating the landscape plan (provided it is healthy and suitable for the site). Therefore, buildings, driveways and parking areas shall be planned or arranged to provide for the minimum removal of such vegetation both on the lot and in the road right-of-ways.

(b) Preserved trees on the lot and in the road right-of-ways shall be protected from damaging construction activities by placement of no-entry barriers around the tree at the dripline. Such damage can result from a variety of activities, both physical and environmental. Owners may be fined for unauthorized tree limbing/removal when trees are damaged or destroyed by such activities and where there is sufficient evidence of negligence in protecting such trees (see section 14.10).

(c) All cuts and fill slopes on developed lots greater than 2:1 (horizontal:vertical) in slope that are judged by staff or the ACC to be unstable, whether they are pre-existing, created by driveway cuts or other general lot excavation, must be corrected by the construction of retaining walls or grading plans meeting the approval of the Committee. Cuts and fill slopes of less than 2:1 (H:V) shall, at the minimum, require matting and planting with suitable materials or employment of other methods to maintain soils in place and such erosion prevention measures shall be employed throughout construction (see section 14.7.2).

(d) Retaining walls shall be composed of materials that are consistent or harmonious with other site elements and the residence. Cinderblock walls and plain concrete walls (non-exposed aggregate type) will not be approved without the inclusion of wood screening or vegetation. Other structures shall be built using materials that are rated, graded or stamped for use in contact with the ground.

(e) All construction and landscaping debris, slash, removed stumps, brush and trees must be removed from the lot. That which is usable (i.e. firewood) shall be neatly stacked and stored.

(f) All disturbed soils must be graded, smoothed and compacted where necessary to prevent erosion. Bare earth must be seeded, covered with mulch or planted with trees or ground covering plants in order to counteract erosion and provide for aesthetics.

(g) To enhance groundwater infiltration, plastic under landscaped surfaces is prohibited. Only porous landscape fabrics or specialized matting materials may be utilized.

(h) On sites where the majority of mature native trees require removal for even minimum construction, such trees may be required to be replaced by a tree(s) at a suitable location upon the lot, and the replacement of such trees may be required by the Committee as a condition of approval for the home submittal.

(i) Treated timbers or other suitable edging shall be placed along crushed rock driveways to define access and parking areas and to contain and minimize the scattering of rock. Timbers treated with creosote are not permitted.

(j) Any proposed landscaping that extends into the road right of ways shall be done at the property owners' risk and if approved by the Committee, shall be maintained by the property owner. Road right of ways remain SVCA property and use of such right of ways shall remain available for any SVCA member. Improvements may be removed without notice by SVCA for access to utilities, etc. In addition SVCA may require an encroachment agreement.

(k) Residents shall abide by noxious weed laws (RCW 10.17 and WAC 16-752) and exercise care not to introduce noxious or invasive weeds into Sudden Valley. A list of noxious and invasive plants can be found online or by contacting CES.

(l) Residents are encouraged to make every effort to use the community garden in Area Z, instead of individual vegetable gardens. However, individual vegetable gardens may be permitted with prior ACC approval.

14.9.2 Landscape Plan Submittal: Any proposed landscaping that requires tree removal, significant removal of native vegetation, re-shaping or grading of soil, retaining walls, etc. requires prior ACC approval. Landscape plans are considered on an individual basis and their approval/disapproval shall not be based on any previous approval or pre-existing landscape plan. Submittal should include the following information:

(a) Application with name, date, division/lot, street address, mailing address, phone number.

(b) Submittal of a site plan including:

- Location of all structures, driveway, trees, etc.
- Trees proposed for removal clearly identified (see Section 14.10).
- Location and dimensions of retaining walls.
- Proposed landscaped areas clearly marked.
- Proposed changes within road right-of-ways.

(c) Narrative describing landscape proposal including tree, vegetation and material descriptions, drainage concerns and any additional considerations you would like the Committee to consider.

(d) If landscaping is not completed within six (6) months of approval, applicant shall resubmit the request to Committee.

14.10 - TREE REMOVAL AND LIMBING: Protection and preservation of property values may be accomplished by appropriate control of growth of trees, shrubs and naturally occurring vegetation; however, such actions shall be weighed against preservation of wildlife, protection of soil stability,

water quality and related aspects of drainage, and adherence to the overall concept of Sudden Valley, which includes protection of the natural forested beauty of the area.

Within an individual's clearly distinguished property boundaries, routine maintenance can be performed and is encouraged without ACC approval. This includes conversion of lawns to naturalized landscaping, maintenance of plantings, removal of undesirable landscape and non-native trees and shrubs, removal of dead branches and pruning of tree branches where appropriate that are 4 inches or less in diameter. Removal of branches may not exceed 25% of the foliage density of any individual specimen without written approval of the ACC. To provide adequate air circulation and mitigate fire risk; small trees, branches and vegetation within 10 feet of a residential structure may be removed without ACC approval. Large conifers growing in this 10 foot buffer, with a diameter of 10 inches or greater at chest height, may only be removed with prior ACC approval.

To provide room for growth, light and nutrients to more mature conifers and native evergreens, trees can be limbed or windowed according to the Washington Department of Ecology guidelines with ACC approval.

14.10.1 Tree Removal and Limbing Criteria: Many criteria are used in evaluating requests for tree removals or limbing. These include, among others:

- (a) Immediate safety concerns including trunk and/or branch failure potential.
- (b) Fire prevention and lack of air circulation from trees overhanging roofs, near chimneys or structures.
- (c) Future safety concerns such as retaining a solitary tree in a cleared area (orphan) or retaining a leaning or oddly shaped tree on the edge of a cleared area or next to a roadway.
- (d) Encroachments where trunk, branches or roots would be or are in contact with main or accessory structure(s) or where utilities would unavoidably cut through root system.
- (e) Health of the tree and/or those adjacent where there are obvious signs of infestation, incurable disease or stress that likely would lead to early or premature death or trunk/root failure.
- (f) Maintenance of property values where vegetation has been allowed to grow unchecked and now poses aesthetic concerns for neighbors.
- (g) Creation or maintenance of view corridors (vertical and/or horizontal) where vegetation has grown unchecked and now obstructs views once enjoyed by the lot owner or neighboring lot owners.
- (h) Consideration of privacy concerns where a request is made to remove or limb a tree that might substantially reduce existing and highly valued screening between neighboring properties.
- (i) Prevailing wind direction.
- (j) Specific characteristics of different tree species.
- (k) Maturity, health and growth potential of existing trees and vegetation in the surrounding environment.
- (l) Soil stability and potential erosion.
- (m) Protection and preservation of property values.

14.10. 2 Tree Removal and Limbing Submittal: Except where provided above, all proposed tree removal or limbing requires prior ACC approval. Proposed tree removal and limbing requests are considered on an individual basis. Application forms are available from the SVCA administration office or SVCA website: www.suddenvalley.com (under forms).

Tree removal and limbing applications will be considered by the Committee subject to the following:

- (a) Applications to include the property owner's name, submittal date, division/lot, street address, mailing address and contact phone number.
- (b) Submittal of a clearly marked site plan depicting the following:
 - Location of all existing structures, driveway, property lines, significant landscaping, etc.
 - Trees proposed for limbing or removal clearly identified on the site plan.
- (c) To allow neighbors notice whenever tree removals or limbing might affect them directly, trees to be limbed or removed must be clearly ribboned. Ribbons must be brightly colored and wrapped fully around the tree's trunk at eye level for at least one (1) week in advance of the ACC meeting except in cases of hazard trees which can be dealt with on an emergency basis. For requests involving more than one tree, ribbons shall be numbered corresponding to the numbering on the request diagram. Trees not appropriately ribboned will not be reviewed by the ACC. **(Please do not use spray paint or any other permanent marking/flagging!)**
- (d) **Narrative Description:** reasons for the removal or limbing and any additional considerations you would like the Committee to consider.
- (e) If the tree removal or limbing is to occur on a lot not belonging to the applicant, written consent of the owner(s) is required prior to submission of the request. Unless otherwise specified, removal of debris will be the responsibility of the applicant requesting the limbing/removal.
- (f) It is important that persons doing the work know in advance what has been agreed upon between the Committee and property owner, and that all parties are informed of any changes that deviate from the original request and/or agreement prior to commencement of any tree pruning or removal.
- (g) If action is not completed within one (1) year of receiving permit, applicant shall resubmit the request to the CES manager for review and re-approval.

14.10.3 – Tree Removal and Limbing General Practices and Polices:

- (a) Care must be exercised during clearing of trees to avoid damage to surrounding vegetation. In some cases the ACC may require that trees be removed in sections to avoid such damage. Broken branches on adjoining trees must be properly cut back to the main lateral or "parent" branch or the trunk's branch collar if appropriate, with prior approval from the Committee.
- (b) If trees are to be climbed to complete approved limbing, climbing spurs should only be used when absolutely necessary.
- (c) To increase safety for pedestrians, bikers and drivers and to maintain clear lines of sight along both sides of the roadside, branches and vegetation shall be removed as determined by SVCA staff. Wood acquired by the Sudden Valley Maintenance Department may be available to residents, either on the site or at designated areas such as the community garden.
- (d) Requests to remove vegetation in wetlands or other environmentally sensitive areas may require approval from Whatcom County as well as from the Committee.
- (e) The ACC shall have the authority to approve or disapprove tree removal/limbing requests on commercial and condominium tracts and platted lots. SVCA staff shall make determinations for trees on the right-of-ways and common areas.
- (f) Authorization from CES manager must be received prior to the mechanical clearing of any property in Sudden Valley

(g) A tree request denied by the ACC may be reconsidered if the applicant provides the Committee with a written report, including an executive summary of recommended actions, from an ISA-certified arborist. A list of available local resources may be obtained from the CES Department.

14.10.4 - Pruning Conifers: Skirting-up, Interlimbing, Windowing (WA. Dept of Ecology)

Skirting-up. Limbing the tree up from the bottom allows a clear line of sight. Relatively more branches can be removed with this technique because the lower branches contribute fewer nutrients to the tree than the higher branches.

Interlimbing. The removal of entire branch whorls or individual branches throughout the canopy allows more light to pass through, as well as reducing wind resistance of the tree. This practice can be used in conjunction with windowing to improve views.

Windowing. This pruning practice allows a view "window" through the existing foliage of the tree's canopy. In pruning major limbs and branch whorls, sections that obscure a view are removed. This practice should be minimized as it can impose significant stress on mature trees.

Topping. Topping of trees is strongly discouraged in Sudden Valley. Topping and windowing of trees is prohibited on SVCA owned property, as it has been recognized by the International Society of Arborists (ISA) as injurious to the health of the tree. SVCA will utilize alternative remedies and practices to address tree limbing and maintenance, following ISA Best Management Practices for appropriate techniques and procedures. (If homeowners wish to utilize these practices for their own trees, the ISA guidelines will be available from the CES staff).

14.10.5 - Emergency Hazardous Tree Removal (Approved 5/15/14)

The Whatcom County Planning Department defines a hazard tree as “any tree that is susceptible to immediate fall due to its condition (damaged, diseased, or dead) or other factors, and which because of its location is at risk of damaging permanent physical improvements to property or causing personal injury.” (Whatcom County, Planning Department, (2009) Section 23.110.080).

If a property owner’s tree begins to fail due to severe weather or other natural disasters and a fall is imminent, it can be removed on an emergency basis if the stump is left in the ground and photographs and a description of the circumstances are submitted to the ACC as soon as possible.

14.11 - PROPERTY MAINTENANCE: The SVCA shall specify to the resident what constitutes a violation under this section and shall issue a Notice of Violation or Non-Compliance in accordance with the Covenants, Rules and Regulations and these Guidelines. Basic maintenance of developed property such as repair or replacement of existing approved exterior elements on a like-for-like basis and re-staining or re-painting with existing approved colors may be performed without committee or staff review.

14.11.1 Developed Property: All developed property, whether occupied or unoccupied, and all improvements (buildings, accessory structures, fences, etc.) and landscaping shall at all times be maintained in such a manner as to prevent their becoming unsightly due, but not limited to: deteriorating exterior materials and finish(es) (siding, roofing, decks, paint, etc.), unchecked growth of common or invasive weeds, accumulation of rubbish (ie- household garbage,

recyclables, pet waste, oil/gas cans, palletes), improper outside storage (ie- ladders, lawn equipment, automotive parts, play equipment), or brightly colored tarps and coverings.

14.11.2 Tree and Brush Maintenance: All property owners shall be responsible for the removal and clean up of dead or hazardous trees, limbs and dead brush on their property (see section 14.10). Spread of fire, especially on undeveloped lots, is a significant danger.

14.11.3 Storm Water Control: Gutters, downspouts, driveway strip drains, and the storm water retention system shall be maintained so as to function correctly. The storm water retention system clean out should be emptied of debris at least annually (see section 14.6.5).

14.11.4 Street Address: The street address shall be kept clearly visible for all developed property within Sudden Valley (see section 15.2).

14.11.5 Exterior Storage: All outside storage areas must be screened from view of adjacent properties and roads. This includes areas for storage of trash and recycling containers, under decks where such areas are used to store any type of materials, or any area on the lot where materials are being stored.

14.11.6 Replacement of Damaged Structures: No improvement which has been substantially or totally destroyed by fire, earthquake, wind damage, or other means shall be allowed to remain in such state beyond the minimum time period necessary to secure inspections and permits allowing removal of the debris or to begin repair of the structure. In no event shall this period exceed four (4) months from the date of such destruction or loss unless it can be shown that such delay is beyond the control of the owner. If a damaged structure is to be rebuilt or replaced, all requirements for approval of plans by the Committee, time limits for completion and other rules as specified elsewhere in these Guidelines shall apply.

14.12 - DEFINITIONS: The following definitions shall apply for reference in Sudden Valley guidelines, rules and regulations:

14.12.1 Accessory Use or Structure: A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principle use or structure.

14.12.2 Adult: Any individual 18 years of age or older unless otherwise specified.

14.12.3 A-Frame: A structure whose roof members bear on the ground and carry most or all of the structure's vertical loads to the footings OR whose shape resembles a capital A.

14.12.4 Attached: A structure having all or part of one or more walls common to the dwelling, or a method of attachment approved by the Committee.

14.12.5 Back Fill: To place earth or selected material in any excavated void.

14.12.6 Buffer Area: An undisturbed, vegetated zone that separates manmade structures or activities from natural areas with functional value, usually creeks and wetlands.

14.12.7 Building Area: The total ground area occupied by each building and accessory buildings but not including uncovered entrance platforms, terraces, steps and decks.

14.12.8 Building Site: The area surrounding the exterior of any structure extending a distance of ten (10) feet from such structure, except when the structure is less than ten (10) feet from the lot line, in which event the lot line shall define the edge of the building site.

14.12.9 Detached: A structure not having all or part of one or more walls common to the dwelling or to a covered porch attached to the dwelling. A structure that is surrounded by open space.

14.12.10 Easement: A vested or acquired right to use land other than as a tenant, for specific purpose, such right being held by someone other than the owner who holds title to the land.

14.12.11 Established Datum Point (elevation): Point of vertical elevation expressed in feet, which is used to calculate building height, driveway grade and floor elevations. Information provided can be actual (e.g. feet above mean sea level) or relative to a fixed point, conventionally shown as 100 feet (such that downgrade points are not negative numbers).

14.12.12 Finished Grade: The lowest point of the finished surface of the ground, paving or sidewalk within the area between the wall of the building and property line or, when the property line is more than five (5) feet from the wall of the building, between the wall of the building and a line five (5) feet out from the wall of the building.

14.12.13 Floor Area: The total area of all stories or floors finished as living accommodations.

14.12.14 Height, Building - See Appendix B

(a) The vertical distance from the finished grade (see definition) to the highest point of the coping of a flat roof or the peak of the highest gable of the pitch or hip roof; or

(b) The vertical distance measured from the highest point on the building site (see definition) to the highest point of the coping of a flat roof or the peak of the highest gable of a pitch or hip roof.

14.12.15 Improved Lot: A platted lot on which presently exists a detached single-family home or upon which construction of such a detached single-family home has commenced (see section 14.12.24).

14.12.16 Interior Living Space: The total area of all finished rooms within a structure (measured according to typical building trade conventions).

14.12.17 Lot Line: A boundary line of a lot or parcel.

(a) Front: The property line separating any interior lot from a street right-of-way. In case of a corner or through lot, the owner may elect any lot line abutting on a street as the front lot line, provided such choice in the opinion of the Committee, will not be detrimental to existing or future development of adjacent properties.

(b) Rear: All lot lines that do not qualify as either front or side lot lines.

(c) Side: The two (2) lot lines marking the side limits of the lot and that intersect the front and rear lot lines. The side lot line may intersect the front lot line at any angle and may be of any length.

14.12.18 Lots

(a) Corner Lot: A lot that abuts on two (2) or more intersecting streets.

(b) Interior Lot: A lot that fronts on one (1) street.

(c) Through Lot: A lot, other than a corner lot, that abuts on more than one street.

14.12.19 Maintenance and Repair: General upkeep, necessary removal, replacement or repair of any existing structural component, surface finish, non-native landscape element, etc., by methods considered conventional in the terms of the trade. Replacement with the same or nearly identical materials, colors and textures.

14.12.20 Manufactured Home: A structure built off-site that has a welded steel underframe and is transported wholly or in sections to the site on its own axles or by trailer.

14.12.21 Open Space: Unoccupied land that is open to the sky and that may include certain landscaping structures, i.e. retaining walls, planters, etc.

14.12.22 Parking Space: An area measuring ten (10) feet by twenty (20) feet, exclusive of all area used for maneuvering, which is used exclusively for motor vehicle parking.

14.12.23 Start Date of Construction: The date on which vegetation, trees, ground cover, etc., are removed and/or excavation is commenced for construction of or addition to a commercial building, single-family home or condominium, or a structure accessory thereto.

14.12.24 Topography: The increase or decrease in elevation above or below the Established Datum Point expressed by lines of contour on a site plan. Slope is depicted by contour interval lines at each point where grade changes up or down by two (2) vertical feet of elevation.

14.12.25 Variance: A modification of the terms of these regulations that may be granted because of the unusual shape, excessive slope or other extraordinary situations or conditions in connection with a specific piece of property when the literal enforcement of these requirements would involve practical difficulties and cause undue hardships unnecessary to carry out the spirit and intent of these requirements.

15. ACC GUIDELINES FOR SIGNS ON PLATTED LOTS:

15.1 - GENERAL: One (1) permanent identification sign shall be permitted on each lot, not more than one (1) square foot in size, stained a natural color with wooden or metal letters or numbers that may depict the name of the owner and the street address. **Signs may NOT be attached to trees.**

15.1.1- For the Purpose of these Guidelines, the term “Sign” shall mean and include any exterior or visible from the exterior, written or pictorial message intended to be read or observed by others, from adjacent lots, parcels or roads. Home security warnings and decorative yard placards not exceeding one square foot in area shall be permitted and shall not be considered to be signs.

15.2 - ADDRESS: All homes shall have street address numbers that are visible from the main street. These numbers shall contrast with their background, be Arabic numerals and/or alphabetical letters, and be a minimum of 5 inches high. Address numbers shall be posted on the structure unless the structure is not visible from the street, in which case a monument, pole, or other means, subject to prior Committee approval, shall be placed adjacent to the access to identify the structure. In no case shall numbers be attached to trees.

15.3 - FOR SALE AND FOR RENT SIGNS: Sudden Valley owners wishing to display their lots for sale or for rent may do so provided that only one (1) such sign as described below (see section 15.3.1) may be posted on each lot. No other information materials shall be placed outside the residence other than that which can be contained within an approximate 9-inch by 12-inch plastic box equivalent to the IDC Inc. "Info Center." Signs may not be attached to trees.

15.3.1 - Signs may be purchased from the SVCA Administration office that display the Sudden Valley logo, list the Division and Lot number, the name of the property owner or contact person (if desired), and a telephone number. These signs may be posted no closer than five (5) feet from the edge of the asphalt of an adjoining SVCA road.

15.3.2 -- Owners of multiple lots for sale may contract for the manufacture of such signs, rather than ordering them from the SVCA, provided such signs are made of wood and are accurate facsimiles in terms of size, coloring, logo and lettering. Owners or agents may re-use signs by changing the information, provided that the lettering is consistent in style, color and size with those produced by SVCA.

15.4 - OPEN HOUSE SIGNS: Portable open house signs may be placed to direct people to a particular home for sale. Only one (1) such sign for each open house shall be permitted at any one (1) street intersection. The owner(s) or qualified sales agent must be present at the open house during any period when such signs are in place.

15.5 - CONSTRUCTION SIGNS: During construction or landscaping, a sign not to exceed four (4) square feet in size may be placed on the property where the work is being done. The sign shall contain the name; address and telephone number of the contractor and shall be of a style and character that does not diminish the aesthetics of the surrounding area as determined by the Committee. The sign must be removed from the site within ten (10) days following completion of the work and/or final inspection of the structure by CES staff. The property owner may be subject to fines for failure to remove any sign following the ten (10)-day period. Signs may not be attached to trees.

15.6 - OTHER SIGNS: Permission must be obtained from SVCA Security prior to posting any type of temporary flyer, including garage sale or directional signs. Where specifically permitted, such signs may not be affixed to trees or to traffic signs and may not be posted prior to the day of the sale or event,

and must be removed promptly (the same day) after the sale or event concludes. Signs may not be attached to trees.

15.7- DISPLAY OF POLITICAL SIGNS: Political signs which are defined as signs supporting or opposing any candidate, proposition, measure or resolution to be voted on at a special or annual meeting of the SVCA or primary or general municipal, state or national election, may be displayed within Sudden Valley Community Association as follows:

15.7.1 Period of Display- Political signs may be displayed no more than 45 days before the election to which they refer and shall be removed within 48 hours after the election.

15.7.2 Display of Political Signs- Maximum size for any such sign is 18"X 24" with an aggregate total area of no more than 18 square feet per lot. Signs may not be lighted, animated in any way or adorned with reflective ribbons, streamers, banners, balloons, or similar devices to attract attention.

15.7.3 Location of Political Signs- Political signs may be placed only on the owner's private lot. Signs may not be placed on Association property, the property of others, or within the road right-of-way. Signs must not be placed in such a manner as to create a vision restriction for persons entering or leaving a driveway or traveling on Association roadways.

15.7.4 Removal of Signs- Any signs placed within the Association's road right-of-way or on Association property will be removed and disposed of without notice.

15.8- DISPLAY OF THE AMERICAN FLAG: The display of the American Flag shall be permitted in accordance with State and Federal law (RCW 64.38.033 and the Freedom to Display the American Flag Act of 2005). Any display of the American flag in conjunction with any lettering, symbol, object, or depiction of a person shall be deemed to be a political sign and shall be regulated as such.

15.9- PENALTIES FOR SIGN RULE VIOLATIONS: Violation of the sign rules of the Sudden Valley Community Association shall be subject to the following fine schedule:

15.9.1- A penalty of \$25 per sign for the first violation during any calendar year;

15.9.2- A penalty of \$50 per sign for the second violation during any calendar year;

15.9.3- A penalty of \$100 per sign for any subsequent violation during any calendar year.

16. ENFORCEMENT:

16.1 - GENERAL: Management and staff designated by management of SVCA shall enforce the provisions of the Articles of Incorporation, Covenants, By-laws and Rules and Regulations of SVCA. A staff member shall be empowered to issue written warnings and Notices of Violation to SVCA members, their family, guests, tenants, invitees and agents.

16.2 - APPEALS: The issuance of a Notice of Violation, fine or any other provision of the notice may be appealed to the SVCA Board of Directors for redress per the following guidelines:

16.2.1 A written request for appeal must be received by SVCA within thirty (30) calendar days following the date of the Notice of Violation. Notice of SVCA's receipt of such appeal request shall be mailed to the appellant along with information regarding the Appeals Committee schedule. SVCA shall allow twenty (20) days notice to the appellant prior to the scheduled hearing.

16.2.2 An Appeals Committee of the Board will convene monthly before the regular Board meeting in order to hear appeals. The appellant may attend and offer verbal testimony, written explanation and any other pertinent evidence for consideration. The decision of the Committee will be mailed or otherwise made known to the appellant within thirty (30) calendar days following the hearing.

16.2.3 The Appeals Committee rulings may be overturned or modified only by resolution of the SVCA Board of Directors.

16.3 - COURT RELIEF: The rights and privileges of any person to resort to State or Federal courts for relief from the appeals decision shall not be abridged by any provisions of the SVCA Articles of Incorporation, Covenants, By-laws or the Rules and Regulations.

16.3.1 All proceedings under these Rules and Regulations are administrative and in accord with protection of property rights of SVCA members and shall not be considered res judicata if the matter is later tried in a State or Federal court.

16.3.2 Invalidation of any one of these Rules or Regulations by judgment or court order shall in no way affect any of the other Rules or Regulations, which shall remain in full force and effect

17. SCHEDULE OF FINES FOR NOTICES OF VIOLATIONS –

Note: All fees and/or fines are subject to change. Please contact SVCA staff for updates.

17.1 Traffic and Vehicles -

17.1.1 A \$40 fine shall be assessed for the first time violation of the following:

- (a) Improper turn.
- (b) Parking in a restricted zone.
- (c) No flag/Excess length or width.
- (d) Failure to obey stop sign.
- (e) Improper passing.
- (f) Failure to yield right of way.
- (g) Failure to yield to pedestrians.
- (h) Driving without proper lights.
- (i) Improper backing.
- (j) Failure to signal for a turn.
- (k) Obstructing traffic.
- (l) Wrong way on one-way street.
- (m) Loose truckloads.
- (n) Driving to the left of center.
- (o) Failure to yield to lights and/or siren.

17.1.2 A \$100 fine shall be assessed for the following:

- (a) Overloaded truck.
- (b) Endangering life or safety of work crews.
- (c) Track Vehicle on Roadway, per 14.4.5 ACC Guidelines: \$100 fine, plus the cost of repairing the roadway.

17.1.3 Fines for speeding -

- (a) 1 to 10 mph over posted limit, first offense: \$40
- (b) 11 to 15 mph over posted limit, first offense: \$75
- (c) 16 to 25 mph over posted limit, first offense: \$125
- (d) 26 mph and over posted limit, first offense: \$200
- (e) Failure to stop for lights and/or siren: Applicable fines plus \$200
- (f) Speeding near a school bus stop when children are present: Double speeding fine.
- (g) Reckless driving: \$200
- (h) Driving too fast for conditions: \$40

17.1.4 Repeat offenses of Section 17.1.1 - 17.1.3:

- (a) Second violation: Double the initial fine.
- (b) Third violation: Triple the initial fine, possible loss of Sudden Valley driving privileges.

17.1.5 Trespassing on the Golf Course, Marina Moorage Area, and other off-limits areas:
Fines per Section 17.11.

17.1.6 Improper storage of recreational vehicles - Fines per section 17.11.

17.2. Vandalism-

17.2.1 Fines for vandalism to Sudden Valley property:

- (a) Up to \$500 for the first offense, plus reimbursement of costs for repairing damaged property, and possible criminal prosecution.
- (b) Up to \$2,000 for the second or any subsequent offense, plus reimbursement of costs of repairing damaged property, and possible criminal prosecution.

17.2.2 Violation of open burning regulations -

- (a) Commercial or Contractor/Land clearing:
 - (1) First violation: \$250*
 - (2) Second violation: \$1,000*
- (b) Residential/Burning other than approved recreational fire:
 - (1) First violation: \$100*
 - (2) Second violation: \$200*
 - (3) Third violation: \$1,000*

*Plus referral to North West Clean Air Agency and Whatcom County Fire Marshal.

17.3 Firearms Violations -

17.3.1. Any use or display of firearms within Sudden Valley intended to threaten or intimidate a resident, guest, worker, or other person who is lawfully on any property shall immediately be reported to the Whatcom County Sheriff.

17.3.2 Improper use of firearms (See 1.3.1 for definition):

- (a) Up to \$1,000 for the first offense.
- (b) Subsequent violations will be referred to the Whatcom County Sheriff.

17.4 Pet Regulations (Section 6) -

17.4.1 Fines for violation of pet regulations (per animal):

- (a) First violation: written warning or \$50
- (b) Second violation: \$75
- (c) Third violation: \$100
- (d) Subsequent violations: \$200
- (e) Fail to pick up after pet: \$40

17.5 Boat Launching -

17.5.1 Launching a trailered boat anywhere in Sudden Valley outside of approved launch Facility: \$100

17.5.2 Launching a boat anywhere in Sudden Valley without having paid the required SVCA Use Fee: \$100

17.6 ACC Tree/Vegetation Violations (Section 14) -

17.6.1 Cutting/limbing trees on owner's property without prior ACC approval: A fine not to exceed \$2,000 per tree.

17.6.2 Topping, windowing, or excessive limbing on trees: A fine not to exceed \$2000 per tree

17.6.3 Cutting/limbing trees on another owner's property without prior ACC and the owner's approval: A fine not to exceed \$5,000 per tree.

17.6.4 Cutting/limbing trees after a request for such has been denied by the ACC: A fine not to exceed \$7,500 per tree.

17.6.5 Following disposition of a Notice of Violation for unauthorized limbing/tree removal, further violations by the property owner or his/her agent shall be subject to double the fine amounts as listed above.

17.6.6 Damage to trees and/or vegetation during approved construction or other projects: Up to \$1,000 per tree and possible replanting of additional trees or vegetation.

17.7 Stop Work Orders (ACC Guidelines): \$200 for issuance.

17.7.1 Disregard ACC Stop Work Order: Up to \$200 per day.

17.7.2 Failure to notify SVCA for required ACC inspections -

(a) First Violation of this section: \$200

(b) Subsequent violations of this section: \$500

(c) Occupancy prior to final inspection: \$300, plus possible forfeiture of the completion deposit.

(d) Starting New Construction project without obtaining authorization to proceed and required tree removal permit: \$1,000

17.8 Exceeding the nine (9) month construction time limit: \$500 and \$50 per day, excluding Sundays and holidays.

17.9 Violation of Rules and Regulations - Section 2.2.1, 2.6 and 2.7:

(a) Duplex or excessive occupancy: \$25 per day

(b) Failure to provide owner or tenant information: \$10 per day

17.10 Violation of Hours of Operations – See Section 17.11.

17.11 Fines for violation of Covenants, Bylaws, Rules and Regulations, or ACC guidelines not specifically stated in this document -

(a) First violation: \$100 and restoration of affected area if specified.

(b) Second violation: \$200 and restoration of affected area if specified.

(c) Third violation: \$500 and restoration of affected area if specified.

17.12 Erosion Control: Failure to implement proper Best Management Practices (BMPs) -

(a) First violation: \$200 and restoration of affected areas.

(b) Second Violation: \$500 and restoration of affected areas.

(c) Additional Violations: \$1,000 per day until corrected and restoration of affected areas.

17.13 Cleaning/Emptying of Concrete Trucks or Pump Trucks on SVCA Property, per ACC Guideline 14.4.6 -

(a) First Violation: \$1,000

(b) Second Violation: \$2,000

(c) Third Violation: \$2,000 and possible expulsion from Sudden Valley for one (1) year.

(d) Accidental dumping of concrete on roadway: \$200 and costs of removal, clean up, and resurfacing of affected roadway(s).

17.14 Obstructing an officer or representative of Sudden Valley -

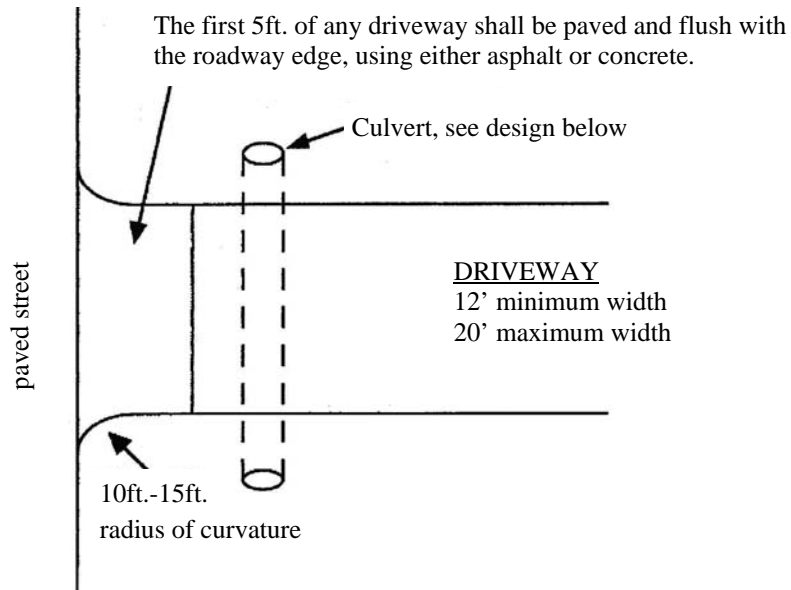
- (a) Obstructing an officer or representative: \$100
- (b) Refusal to furnish accurate information and/or lying to avoid penalty or responsibility: \$100
- (c) Threatening an officer or representative of Sudden Valley: \$1,000
- (d) Physical aggression toward an officer or representative of Sudden Valley: \$5,000 plus criminal charges.

Please see Appendix K for Security Fines Schedule

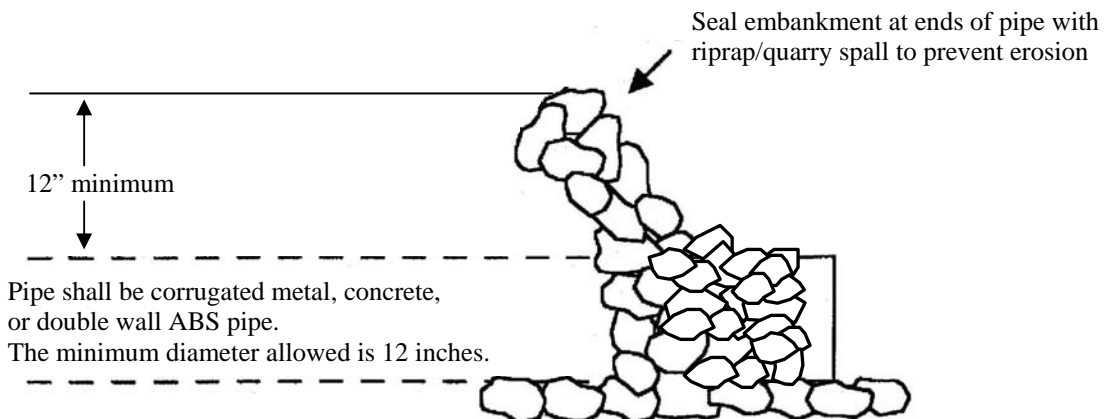
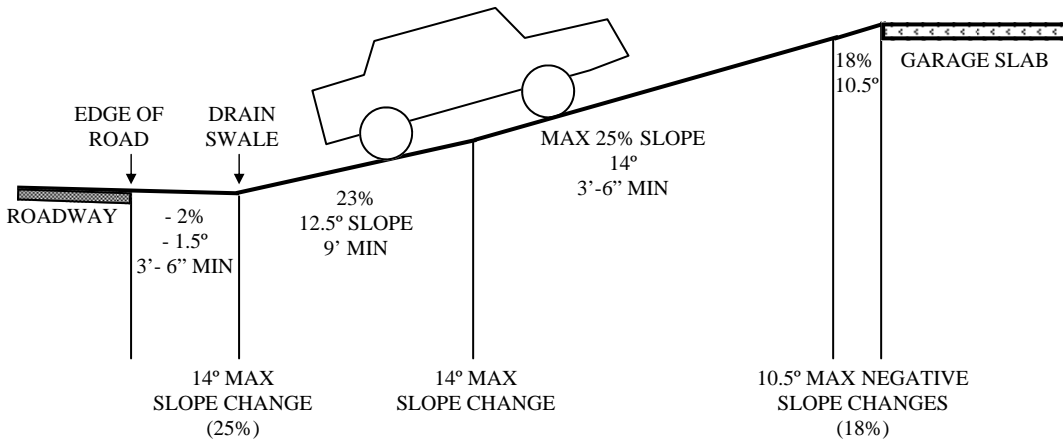
Please see Appendix L for Architectural Control Guidelines and Miscellaneous Fines Schedule

APPENDIX A

Driveway and Culvert Specifications



Driveway to pavement edge interface to be straight cut or permanent asphalt patched.



A concrete catch basin, Type 1 with a cleanout, shall be installed per each 40 lineal feet of culvert installed AND/OR at a change in culvert horizontal and/or vertical alignment.

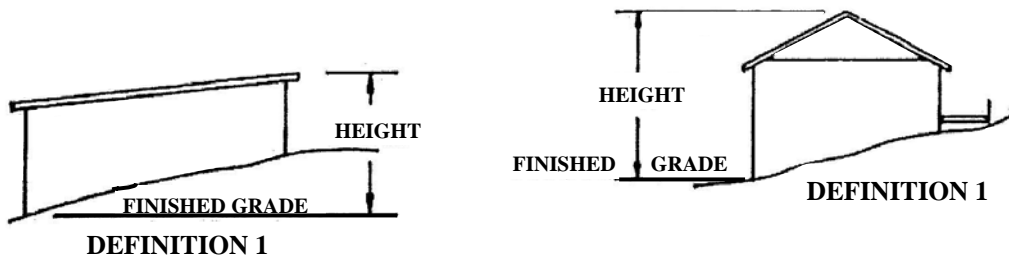
APPENDIX B

Height Regulations and Definitions

Height Regulations: Maximum structure height in Divisions one (1) through thirty-four (34) shall be thirty (30) feet under Definition I or twenty (20) feet under Definition II (see section 14.6.2). Height limitations for later platted divisions may vary according to the covenants for that specific division. The owner, upon application, may elect either height definition, but structures shall not exceed the height limits as specified.

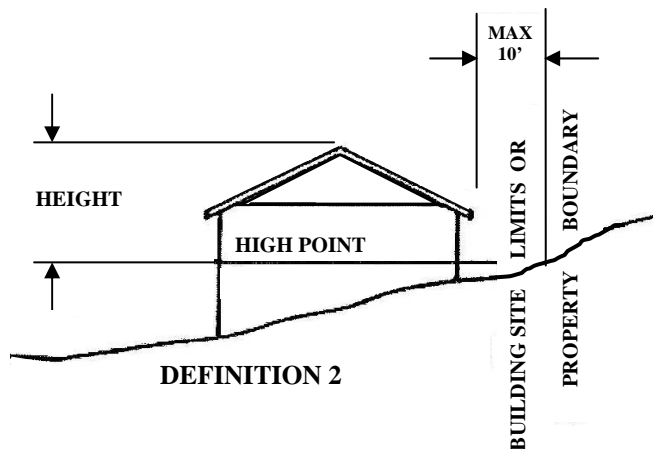
Definition I - The vertical distance from the finished grade to the highest point of the coping of a flat roof or the peak of the highest gable of the pitch or hip roof.

Finished Grade: The lowest point of the finished surface of the ground, paving, or sidewalk within the area between the wall of the building and property line or, when the property line is more than five (5) feet from the wall of the building, between the wall of the building and a line five (5) feet out from the wall of the building.



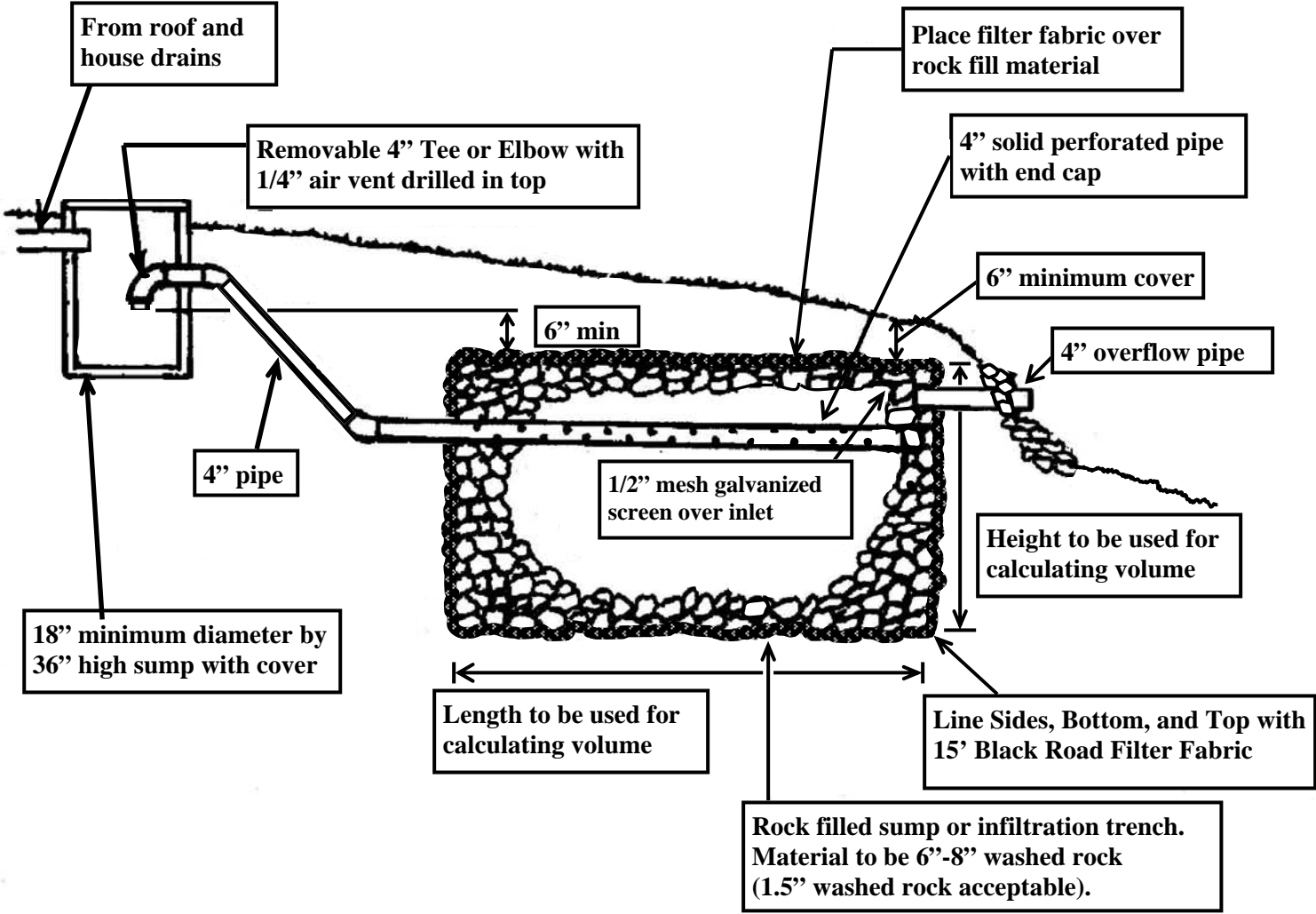
Definition II - The vertical distance measured from the highest point of the finished grade within the building site to the highest point of the coping of a flat roof or the peak of the highest gable of the pitch or hip roof.

Building Site: The area surrounding the exterior wall of the structure extending a distance of ten (10) feet from the wall, except when the structure is less than ten (10) feet from the lot line, in which event the lot line shall define the edge of the building site.

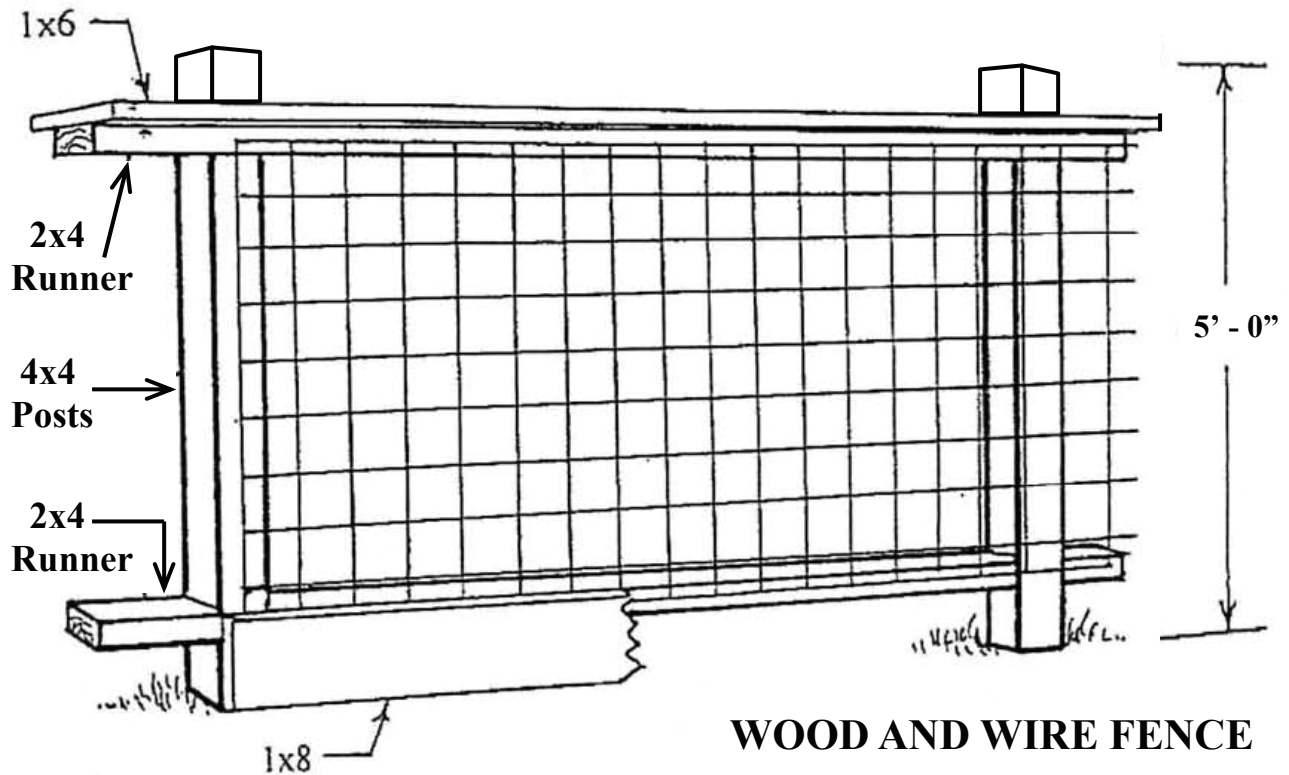


APPENDIX C

Stormwater Retention System Design

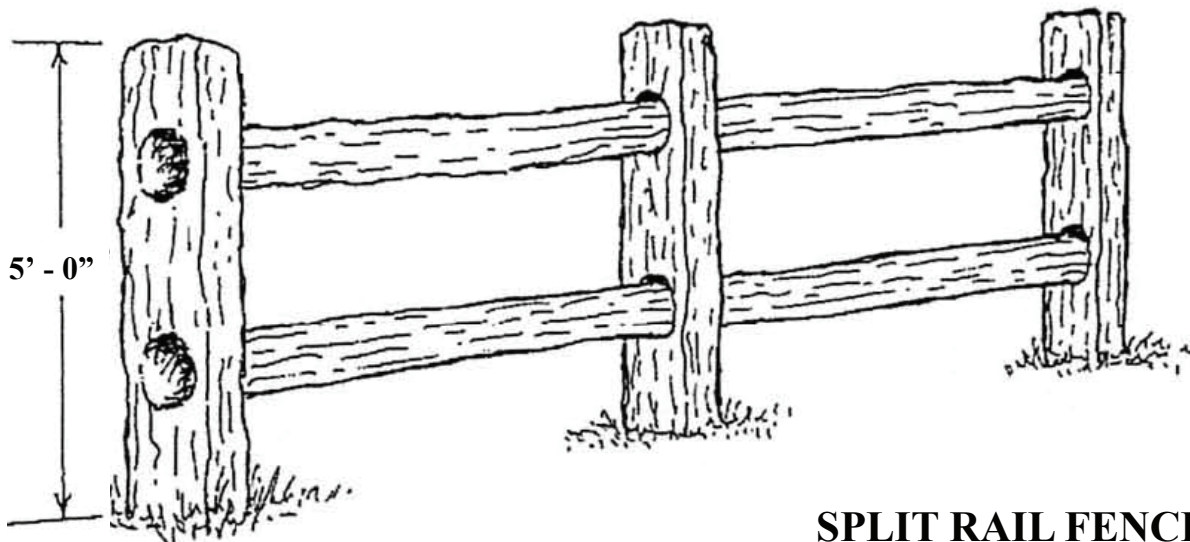


APPENDIX D Fence Designs



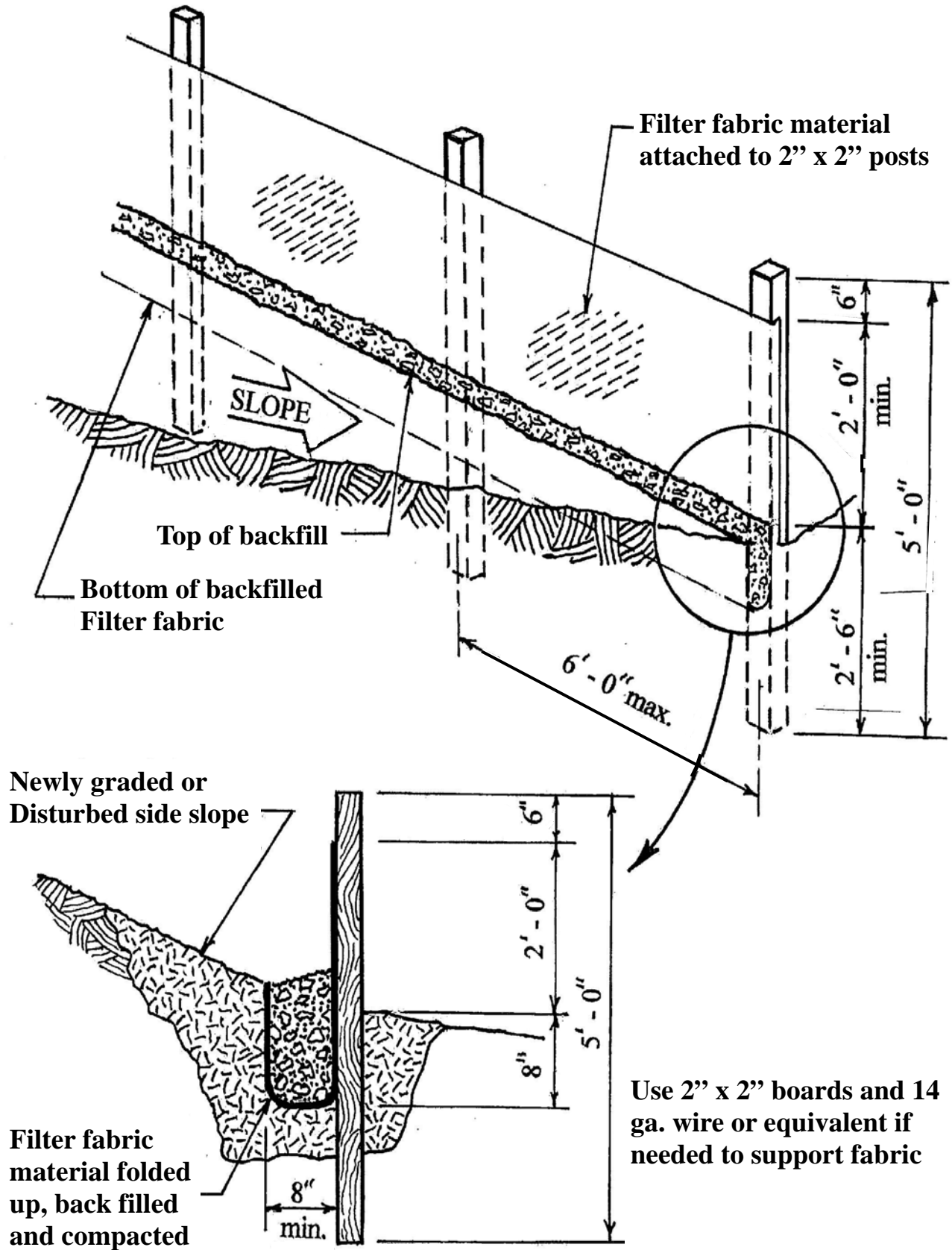
WOOD AND WIRE FENCE

The wood and wire fence is made with treated lumber and has vinyl coated black or green mesh. Use 3/4-inch "U" staples to fasten the wire mesh to the wood. Use 4x4 posts and 2x4 runners. Optional base boards will help secure pets.



SPLIT RAIL FENCE

APPENDIX E Erosion Control



APPENDIX F

Exterior Lighting Specifications

1. Suggested styles of lighting fixtures that are down directed and where the bulb itself is shielded from view.



2. Recessed canister lights built into the eaves or canopy of a house, garage, or other building is the first choice of lighting building exteriors.



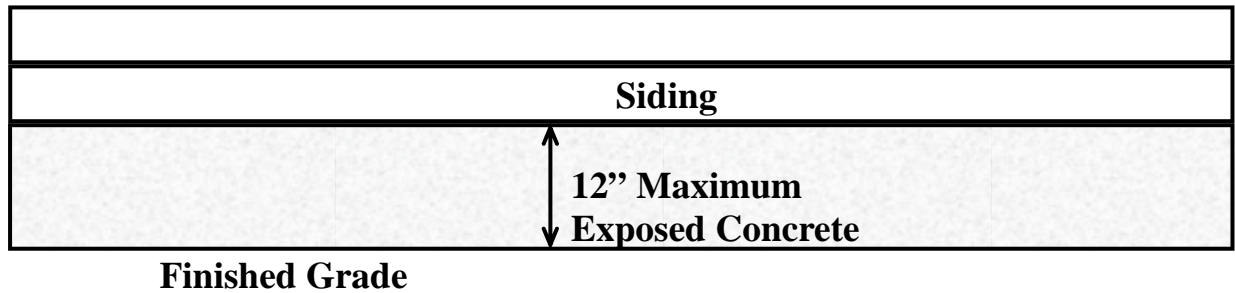
3. Flood or spot lights must be direct downward and shielded so that the bulb itself is not visible from anywhere other than the owner's property.



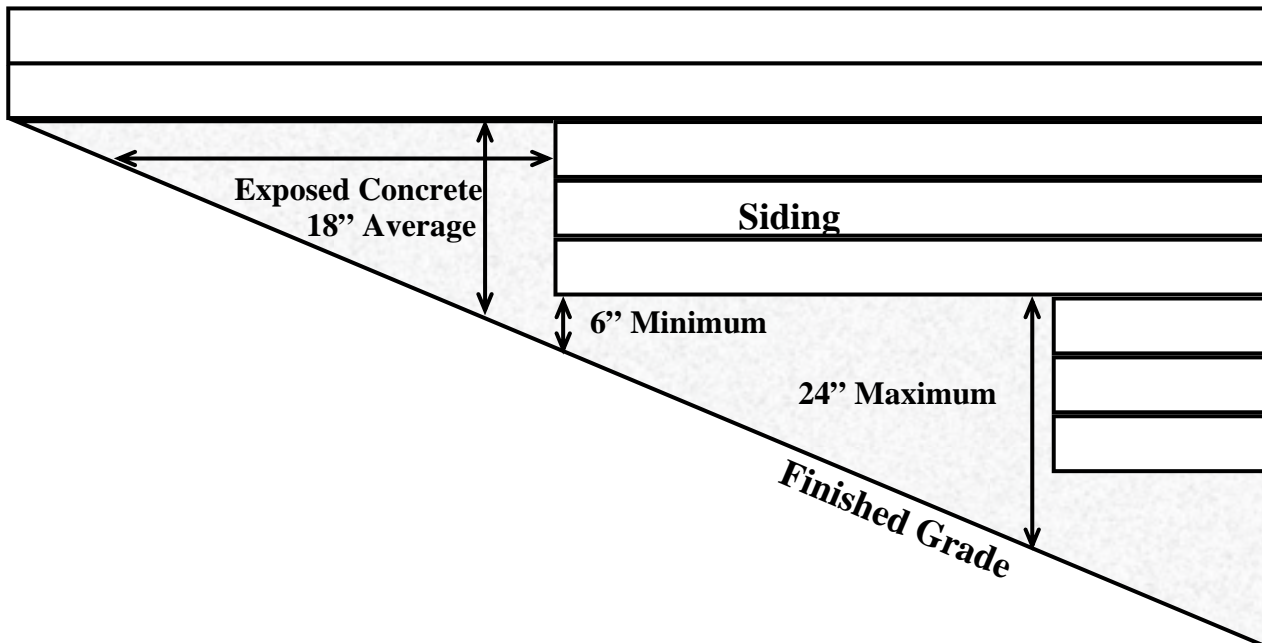
APPENDIX G

Exposed Concrete Specifications

Exposed concrete shall not exceed a maximum of 12" from level finished grades to bottom of siding.



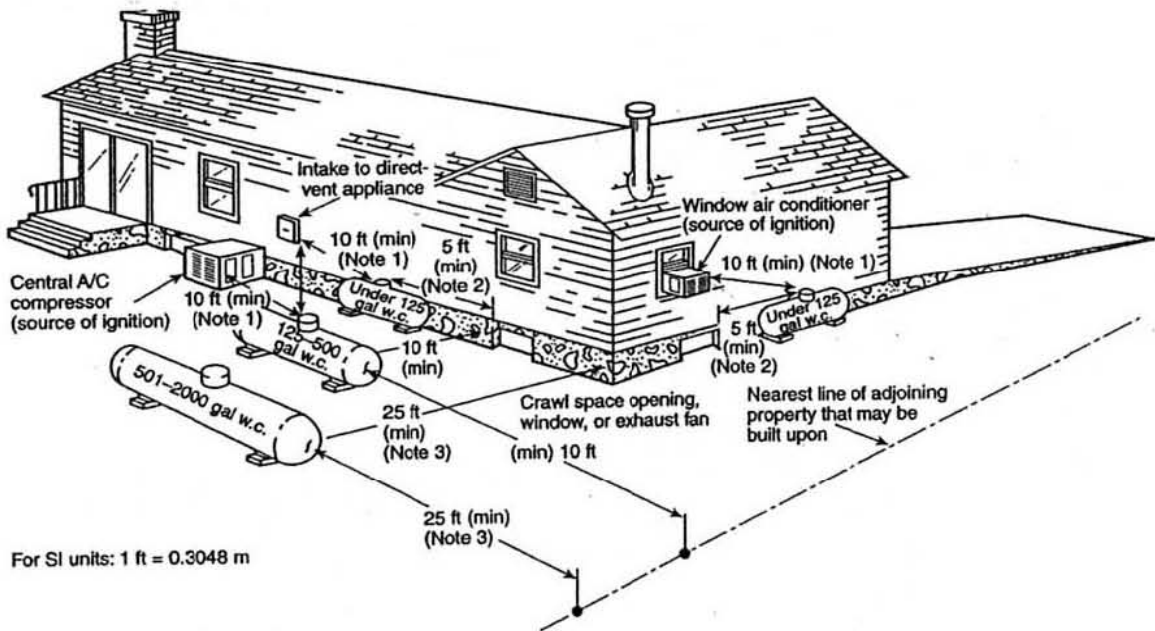
For stepped foundation walls, exposed concrete shall not exceed a maximum of 24" at any point or an average of 18" from finished grades to bottom of siding.



Where exceeding any of these maxima is unavoidable, foundations shall be finished in character consistent with Section 14.9.1(d) of the ACC Guidelines.

APPENDIX H

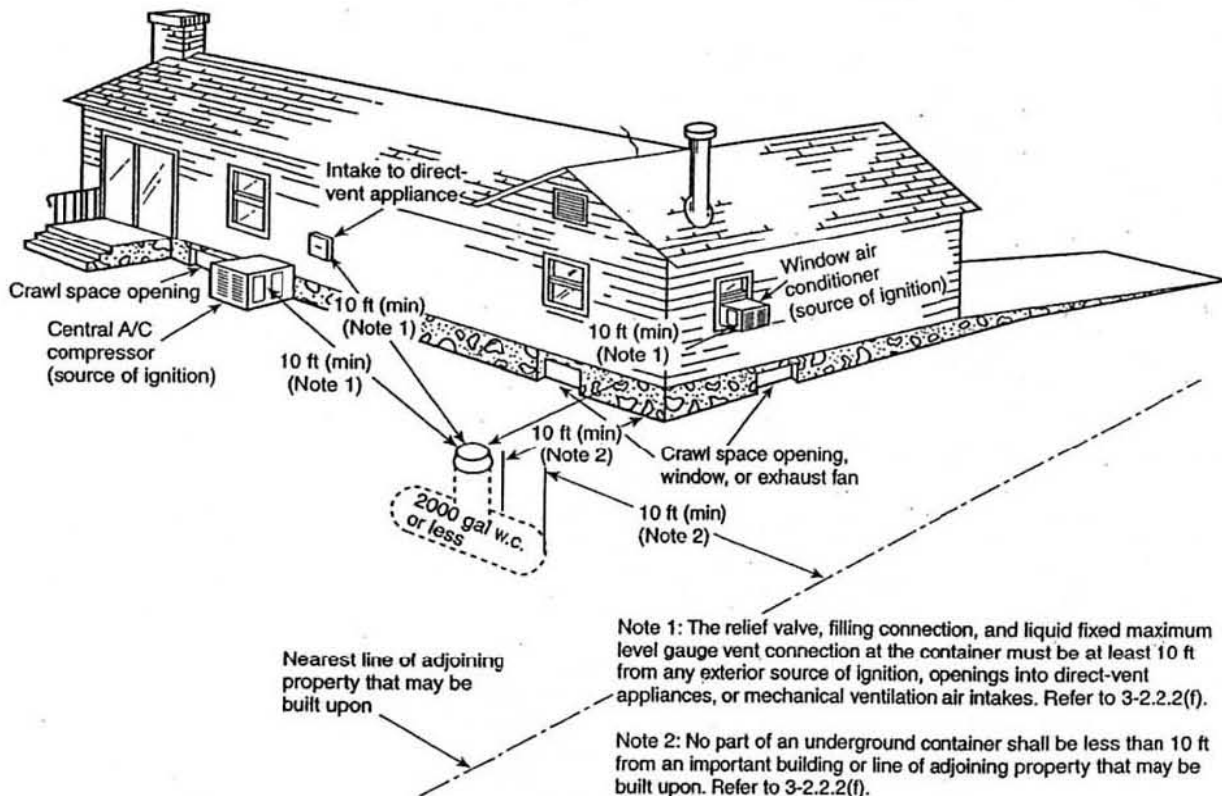
Propane Tank Regulations



Note 1: Regardless of its size, any ASME container filled on site must be located so that the filling connection and fixed maximum liquid level gauge are at least 10 ft from any external source of ignition (e.g., open flame, window A/C, compressor), intake to direct-vented gas appliance, or intake to a mechanical ventilation system. Refer to 3-2.2.2(d).

Note 2: Refer to 3-2.2.2(c)

Note 3: This distance may be reduced to no less than 10 ft for a single container of 1200 gal (4.5 m³) water capacity or less, provided such container is at least 25 ft from any other LP-Gas container of more than 125 gal (0.5 m³) water capacity. Refer to 3-2.2.2(e).

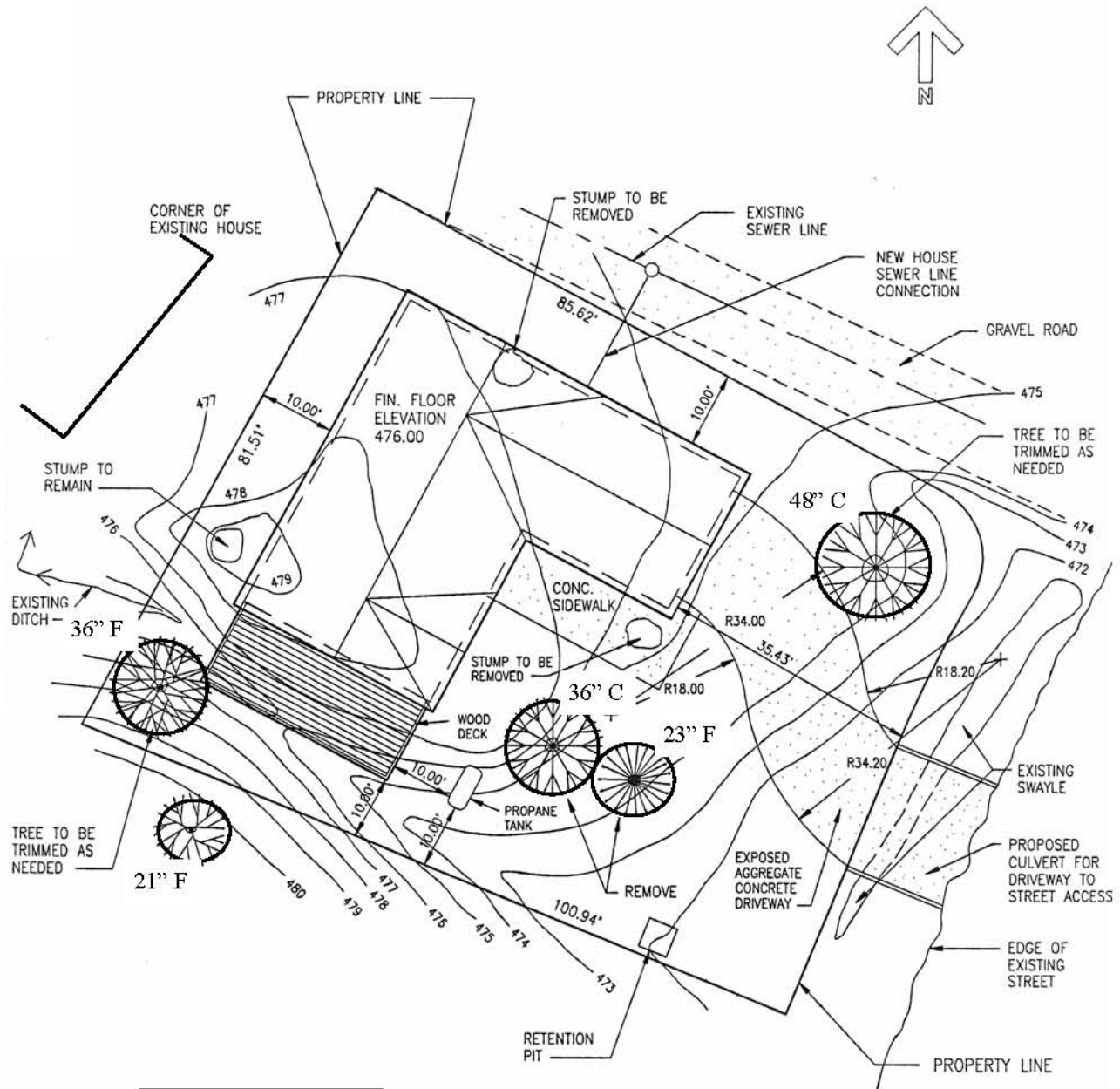


Note 1: The relief valve, filling connection, and liquid fixed maximum level gauge vent connection at the container must be at least 10 ft from any exterior source of ignition, openings into direct-vent appliances, or mechanical ventilation air intakes. Refer to 3-2.2.2(f).

Note 2: No part of an underground container shall be less than 10 ft from an important building or line of adjoining property that may be built upon. Refer to 3-2.2.2(f).

APPENDIX I

Sample Site Plan



SAMPLE SITE PLAN

SCALE: 1" = 10'

NOTES:
 FOR ADDITIONAL SITE INFORMATION
 SEE ATTACHED TOPOGRAPHIC SURVEY
 PROPANE TANK MUST BE PROPERLY LOCATED
 AS PER ARTICLE 82 OF THE UNIFORM FIRE
 CODE AND CANNOT BE LOCATED WITHIN THE
 FRONT SETBACK OF THE PROPERTY AND MUST
 BE A MINIMUM OF 10 FEET FROM THE
 PROPERTY LINE AND ANY STRUCTURE.

DRAWN BY:
 CSD SERVICES / SUE BRAVARD

APPENDIX J HOA Information

The Washington Non-Profit Corporation Act (Revised Code of Washington {RCW} 24.03)

<http://apps.leg.wa.gov/RCW/default.aspx?cite=24.03>

The Homeowners' Association Act. (Revised Code of Washington {RCW} 64.38) became effective July 23, 1995 and takes precedence over SVCA Bylaws.

<http://apps.leg.wa.gov/RCW/default.aspx?cite=64.38>

**Note: The above sites and information are subject to change.
Please contact SVCA staff for updated information.**

APPENDIX K - Security Fines Schedule

All fines subject to change – Contact SVCA staff for updates

SECURITY DEPARTMENT VIOLATIONS	SECTION	FINE AMOUNT
Traffic and Vehicles: First violation/offense	17.1/R&R 3.4	
Improper turn	17.1a	\$40
Parking in a restricted zone	17.1b/R&R 3.3	\$40
No flag/Excess length or width	17.1c	\$40
Failure to obey stop sign	17.1d	\$40
Improper passing	17.1e	\$40
Failure to yield right of way	17.1f	\$40
Failure to yield to pedestrians	17.1g	\$40
Driving without proper lights	17.1h	\$40
Improper backing	17.1i	\$40
Failure to signal for a turn	17.1j	\$40
Obstructing traffic	17.1k/R&R 3.3	\$200
Wrong way on one-way street	17.1l	\$40
Loose truckloads	17.1m	\$40
Driving to the left of center	17.1n	\$40
Failure to yield to lights and/or siren	17.1o	\$40
Overloaded truck	17.1.2a	\$100
Endangering life or safety of work crews	17.1.2b/R&R 3.7.3	\$100
Track vehicle on roadway	17.1.2c/AC 14.4.5	\$100.00 + cost of road repair
Speeding	17.1.3/R&R 3.1	
Speeding 1-10 mph over posted limit	17.1.3a	\$40
Speeding 11-15 mph over posted limit	17.1.3b	\$75
Speeding 16-25 mph over posted limit	17.1.3c	\$125
26 + mph over posted limit	17.1.3d	\$200
Failure to stop for lights and/or siren	17.1.3e	Applicable fines + \$200.00
Speeding near school bus stop when children are present	17.1.3.f	Double the fine amounts
Reckless driving	17.1.3g/R&R 3.4	\$200
Driving too fast for conditions	17.1.3h/R&R	\$40
Repeat offenses for traffic violations stated above	17.1.4	
Second violation	17.1.4a	Double the fine amounts
Subsequent violations	17.1.4b/R&R 3.4	Triple the fine amounts + possible loss of driving privileges
Trespassing on the Golf Course, Marina Moorage Area, and other off-limits areas	17.1.5/R&R 1.8.2 & 5.12.4	
First Violation	17.11a	\$100
Second Violation	17.11b	\$200
Subsequent Violations	17.11c	\$500
Improper storage of recreational vehicles - Boat, Trailer, RV, etc.	17.1.6/R&R 2.3	
First Violation	17.11a	\$100

Second Violation	17.11b	\$200
Subsequent Violations	17.11c	\$500
Vandalism to SVCA property	17.2	
First violation	17.2.1a	\$500 + cost of repair
Subsequent violations	17.2.1b	\$2,000 + cost of repair + possible criminal prosecution
Violation of open burning regulations	17.2.2/R&R 1.6	
Commercial/Contractor land clearing – first offense	17.2.2a1/AC 14.7.2d	\$250 + referral to NWCAA & County Fire Marshall
Commercial/Contractor land clearing – second offense	17.2.2a2	\$1,000 + referral to NWCAA & County Fire Marshall
Residential unapproved – first offense	17.2.2b1	\$100 + referral to NWCAA & County Fire Marshall
Residential unapproved – second offense	17.2.2b2	\$200 + referral to NWCAA & County Fire Marshall
Residential unapproved – subsequent offense	17.2.2b3	\$1,000 + referral to NWCAA & County Fire Marshall
Violation of declared burn ban	R&R 1.6.4	\$250
Subsequent Violations	R&R 1.6.4d	\$500
Firearms violations - improper use	17.3.2a/R&R 1.3	\$1,000 + possible criminal prosecution
Subsequent Violation	17.3.2b	Referral to the Sheriff's Department
Pet Regulations- Including but not limited to uncontrollable, at large, barking, and nuisance dogs	17.4/R&R 6.6	
First Violation	17.4.1a	\$50
Second Violation	17.4.1b	\$75
Third Violation	17.4.1c	\$100
Subsequent Violation	17.4.1d	\$200
Failure to clean-up after pet	17.4.1e	\$40
Keeping, harboring, or possessing a declared nuisance dog	R&R 6.6.4	\$100 per day
Boat launching	17.5/R&R 10	
Launching boat outside of an approved launch facility	17.5.1	\$100
Launching boat without having paid the required SVCA use fees	17.5.2	\$100
Duplex or excessive occupancy	17.9a/R&R 2.2.1	\$25 per day
Failure to provide owner or tenant information	17.9b/R&R 2.6/2.7	\$10 per day
Obstructing an SVCA officer or representative	17.14	\$100
Failure/refusal to furnish information or lying to avoid penalty or responsibility	17.14b	\$100
Threatening an SVCA officer or representative	17.14c/R&R 1.1.5	\$1,000
Physical aggression towards an SVCA officer or representative	17.14d/R&R 1.1.5	\$5,000 + possible criminal prosecution

**APPENDIX L -
Architectural Control Guidelines and Miscellaneous Fines Schedule**
All fines subject to change - Contact SVCA staff for updates

ARCHITECTURAL CONTROL GUIDELINES VIOLATIONS	SECTION	FINE AMOUNT
ACC Tree/Vegetation Violations	AC 14.10	
Cutting/limbing trees on owner's property without prior ACC approval	17.6.1/AC 14.10.3(e)/RC 4	Up to \$2,000 per tree
Topping, windowing, or excessive limbing on trees	17.6.2/AC 14.10.1(d)/RC 4	Up to \$2,000 per tree
Cutting/limbing trees on another owner's property without prior ACC approval AND owner's approval	17.6.3/AC 14.10.2(e)/RC 4	Up to \$5,000 per tree
Cutting/limbing trees after a request for such has been denied by the ACC	17.6.4/AC 14.10.3(g)	Up to \$7,500 per tree
Damage to trees and/or vegetation during approved construction or other projects	17.6.6/AC 14.9.1(b)	Up to \$1,000 per tree+replanting of additional conifers
Subsequent violations	17.6.4	Double the fine amount
Stop work order	17.7/AC 14.8.6	\$200
Disregard of SVCA staff stop work order	17.7.1/AC 14.8.6	\$200 per day
Failure to notify CES staff for required inspections	17.7.2/AC 14.7.5	\$200
Subsequent violations	17.7.2(b)	\$500
Occupancy prior to final inspection	17.7.2(c)/AC 14.7.5(e)	\$300+possible forfeiture of the completion deposit
Starting New Construction without obtaining authorization to proceed & tree removal permit	17.7.2(d)/ AC 14.3 &14.8.6	\$1,000
Exceeding the nine-month construction time limit	17.8/RC 6/AC 14.7.7(c)	\$500
Failure to obtain ACC approval for a New Construction time limit extension	17.8/AC 14.7.6	\$500+\$50 per day, 6 days a week (excluding holidays and weekends)
Hours of operations violation	17.10/AC 14.7.1	
First violation	17.10(a)	\$100
Second violation	17.10(b)	\$200
Subsequent violations	17.10(c)	\$500
Violation of Covenants, Bylaws, Rules & Regulations, or ACC Guidelines not specified	17.11	
First violation	17.11(a)	\$100+restoration of affected area
Second violation	17.11(b)	\$200+restoration of affected area
Subsequent violations	17.11(c)	\$500+restoration of affected area
Erosion Control: Failure to implement proper Best Management Practices (BMPs)	17.12/AC 14.7.3	
First violation	17.12(a)	\$200+restoration of affected area
Second violation	17.12(b)	\$500+restoration of affected area
Subsequent violations	17.12(c)	\$1,000+restoration of affected area
Cleaning/emptying of concrete trucks on SVCA property	17.13/AC 14.4.6	
First violation	17.13(a)	\$1,000+restoration of affected area
Second violation	17.13(b)	\$2,000+restoration of affected area
Subsequent violations	17.13(c)	\$2,000+restoration of affected area
Concrete spill - accidental	17.13(d)	\$200+restoration of affected area

MISCELLANEOUS VIOLATIONS	REFERENCE	FINE AMOUNT
Implementing unapproved changes that affect the exterior appearance of a house or lot	AC 14.2	\$100
Littering	R&R 1.5	\$100
Noxious and offensive activity	RC5/R&R 1.7&1.11(d)	\$100
Disorderly behavior or conduct	R&R 1.11.4(b)	\$100
Second-Forth violation	R&R 1.11.4(b)	\$200
Fifth or more violations	R&R 1.11.4(b)	\$500
Performing work or providing services without a current contractor's license and bond	AC 14.4.1	\$100
Traffic - driving an unlicensed vehicle	R&R 3.1	\$100
Traffic - no operator's or vehicle license	R&R 3.1	\$100
Unlicensed or inoperable vehicles on SVCA or resident property	R&R 2.3.1	\$100
Trash - dumping, burning, collecting, or lack of removal	RC 9/AC 14.4.3	\$100
Trespassing or solicitation	R&R 1.8	\$100
Unauthorized sign	RC 7/ R&R 1.10/ AC 15.9	
First violation	15.9.1	\$25 per sign
Second violation	15.9.2	\$50 per sign
Subsequent violation	15.9.3	\$100 per sign
Unapproved fences, trailers, tents, or other structures on vacant or developed lots	RC 3/ AC 14.11	\$100
Repeat offenses for miscellaneous violations stated above	17.11	
Second violation	17.11	\$200
Third violation	17.11	\$500
Unlawful use of fireworks	R&R 1.4	\$200 per occurrence
Disorderly home or vehicle	R&R 1.11	
1-10 days	R&R 1.11.4a	\$100 per day+correction
11-20 days	R&R 1.11.4a	\$200 per day+correction
21-30 days	R&R 1.11.4a	\$300 per day+correction
Lack of yard or property maintenance	RC 13/R&R 2/AC 14.11	
First violation	R&R 2.1.4	\$250+cost of cleanup
Subsequent violation	R&R 2.1.4	\$500+cost of cleanup
Blocking road without notification	R&R 3.7	\$500
Failure to provide flaggers	R&R 3.7.1	\$400
Paint, petroleum, or sludge spill - accidental	R&R 2.1.2	\$1,000+cleanup
Paint, petroleum, or sludge spill - intentional	R&R 2.1.2	\$3,000+cleanup
Trespass on adjacent lots while performing New Construction activities	17.11/AC 14.7.2(e)&(f)	\$500

Notes: