



# Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

## Board of Directors Regular Meeting

July 10, 2025, 7:00 PM, 8 Barn View Ct. MULTIPURPOSE ROOM A

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Call to Order

Land Acknowledgement & Anti-Racism Statement

Roll Call

- 1) Adoption of Agenda
- 2) Announcements
- 3) Property Owner Comments – 15 Minutes Total  
*Please note that comments are limited to 3 minutes per person.*
- 4) Consent Agenda
  - a) Approval of Minutes – June 12, 2025 - Page 2
  - b) Approval of Minutes – June 26, 2025 - Page 6
- 5) Reports
  - a) GM Report – June - Distributed - Page 9
  - b) Committee/Task Force Updates
    - i) Architectural Control
    - ii) Document Review
    - iii) Finance Committee
    - iv) Long-Range Planning
    - v) N&E Committee – AGM Update
    - vi) Safety Committee
    - vii) STR Task Force
- 6) Continuing Business
  - a) Approval Request – Ratify driveway improvement easement for SVCA Parcel 29423 – Page 12
  - b) Approval Request – Revised 2025 Pool Rules – Page 27
  - c) Approval Request – Revised 2025 Quiet Pool Policy – Page 32
  - d) Review and Discuss Barn 6 Renovation Concept Drawings - Page 34
- 7) New Business
  - a) Approval Request: SVCA Narcan Emergency Use Policy Approval – Page 41
  - b) Approval Request: Barnview Garden Club License Renewal – Page 43
- 8) Executive Session – (Board of Directors Only)
  - a) Purpose: To discuss the proposed delinquent homeowner assessment payment plan.
- 9) Return to Open Session
  - a) Disclosure of action(s) taken in Executive Session

Adjournment



## REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday, June 12, 2025 Minutes

**DATE AND LOCATION:** MULTIPURPOSE ROOM A

**CALLED TO ORDER AT:** 7:01 PM

**AUDIENCE MEMBERS:** Not Recorded

### BOARD MEMBERS PRESENT:

|                                |                    |                          |                      |
|--------------------------------|--------------------|--------------------------|----------------------|
| 1. Keith McLean-Excused        | 4. Laurie Robinson | 7. AJ Tischleder-Excused | 10. Robb Gibbs       |
| 2. Taimi Van de Polder-Excused | 5. Tom Henning     | 8. Rick Asai             | 11. Daniel Rodriguez |
| 3. Linda Bradley               | 6. Ray Meador      | 9. Stu Mitchell-via Zoom |                      |

### ATTENDING:

**Staff Members:** Michael Bennett- General Manager, Joel Heverling-Finance Director, Spencer Huston, IT

#### Call to Order

Treasurer Rick Asai, Acting Chair called the meeting to order at 7:01 PM.

Land Acknowledgement and Anti-Racism Statement.

#### 1. Director Asai called for motion to adopt the agenda.

**Motion:** Move to approve the agenda.

|                                    |                      |                                     |              |
|------------------------------------|----------------------|-------------------------------------|--------------|
| <b>Motion By:</b> Director Bradley |                      | <b>Seconded By:</b> Director Meador |              |
| <b>Approved:</b> X                 | <b>Not Approved:</b> | <b>Tabled:</b>                      | <b>Died:</b> |
| <b>In Favor:</b><br>Unanimous      | <b>Against:</b>      | <b>Abstained</b>                    |              |

#### 2. Announcements.

Go Bag Event June 23<sup>rd</sup> Dance Barn 6:30PM sponsored by the Safety Committee. Also Map Your Neighborhood.

#### 3. Property owner comments.

- Several property owners spoke about the increase in “public” use of our beaches and facilities during the summer months. Overflowing trash bins, non-residents failing to use the dog park for off leash pets and using anywhere in the marina park to allow pets off leash. Failure to pick up after dogs. The number of non-residents and overcrowding is becoming a problem with the warmer weather.
- Consider more moderate rates for families and members for golf.
- Comments were made to find a method to identify non-members and have a parking permit for residents and a fee for non-member parking. Include funding and implementation in 2026. Simple steps to get a handle on limiting public access and charging fees for use. Stickers for residents’ cars.
- Update on the Pump Track Project. The pre-application is moving forward with the group paying for the cost. The draft is in its final stages. The group has been fundraising and has so far raised about \$4,500 toward the project. The group has contracted with a project manager who has deep experience in recreational facilities and buildouts of this nature to

assist when the time comes and helping meet with the County for permitting. After summer early fall should have an update on the project. Also seeing if they can do a bike fair rodeo at the Valley Fair in July.

- A member asked if the Board could investigate covering the Quiet Pool for continued use in the off-season. Possibly doing a charter membership plan to help cover the cost of the project.

#### 4. Approval of Minutes

**Motion:** Move that the Board adopt the draft board meeting minutes from 5.22.2025, as submitted.

|                                    |                      |                                      |              |
|------------------------------------|----------------------|--------------------------------------|--------------|
| <b>Motion By:</b> Director Bradley |                      | <b>Seconded By:</b> Director Henning |              |
| <b>Approved:</b> X                 | <b>Not Approved:</b> | <b>Tabled:</b>                       | <b>Died:</b> |
| <b>In Favor:</b><br>Unanimous X    | <b>Against:</b>      | <b>Abstained</b>                     |              |

#### 5. Reports

##### 5a. GM April Report (Pages 7-9)

##### 5b. Committee Updates

**i) Architectural Control-**Nothing new to report but still have committee openings.

**ii) Document Review-**Had technical difficulties with our first meeting so will be rescheduled for June 25<sup>th</sup>.

**iii) Finance Committee-**No meeting since our May meeting. We are looking at starting to build on the budget and still have an opening on the committee.

**iv) Long-Range Planning-**We met on the 1st Thursday of the month. It was full attendance. We were discussing two opportunities to bring in revenue to the community instead of spending money but have some revenue. We have had four proposals, one that was brought surprisingly was about parking in stickers and charging visitors. We do have a proposal to bring to the board the next board meeting regarding that, so action is in process regarding stickers. Looking at possible solar panel farm on the old runway property. SVCA property to lease for a long term care facility here for residents who may want to stay close to home for care. Also looking at a coffee and ice cream place. There is currently an opening on the committee.

**v) N&E Committee-**Getting ready for the AGM, Developed our communication plan. The Board and committee did a test of the online voting option. It is an easy and safe way to vote at the AGM. More information will be coming for the membership regarding this new option. Hoping this additional method of voting will increase the number of members voting. The committee has a vacancy.

**vi) Safety Committee-** we have our June 23rd Go Bag presentation, also moving along on the loaner rack for the life jackets down in the Marina. Trying to submit something into the budget for "how fast you're going" reader signs as speeding has become an issue on some of the main roads.

**vii) STR Taskforce-**We have met twice already, and we have identified other things that we also like to just keep on top. I think in our next meeting we will talk about finishing that up. And then the implementation of the registration because that is going to be an issue, too, and then just identifying some things that we need on the form.

We just put a lot of stuff on the table and wanted to know exactly what we are dealing with at this point. We are trying to nail down an STR registration form and any items requiring legal or other professional advice on, just to see what we can and cannot do.

#### 6. Continuing Business

##### 6a. Request to Rescind ACC Board Policies replaced by 2025 ACC Manual

**Motion:** Move that the SVCA Board of Directors approve rescinding the listed ACC policies

regarding ACC activities.

|                                    |                      |                                    |              |
|------------------------------------|----------------------|------------------------------------|--------------|
| <b>Motion By:</b> Director Bradley |                      | <b>Seconded By:</b> Director Gibbs |              |
| <b>Approved:</b> X                 | <b>Not Approved:</b> | <b>Tabled:</b>                     | <b>Died:</b> |
| <b>In Favor:</b><br>Unanimous X    | <b>Against:</b>      | <b>Abstained</b>                   |              |

## 7. New Business

### 7a. Ratify Executive approval of the 2025-2026 Insurance Package Renewal.

**Motion:** Move that the Board of Directors authorize the GM. to bind coverage for the insurance renewal package before May 31, 2025. Policy expiration deadline at the \$15 million dollar Umbrella coverage level.

|                                    |                      |                                    |              |
|------------------------------------|----------------------|------------------------------------|--------------|
| <b>Motion By:</b> Director Bradley |                      | <b>Seconded By:</b> Director Gibbs |              |
| <b>Approved:</b> X                 | <b>Not Approved:</b> | <b>Tabled:</b>                     | <b>Died:</b> |
| <b>In Favor:</b><br>Unanimous X    | <b>Against:</b>      | <b>Abstained</b>                   |              |

### 7b. Capital Request-Lake Louise Slide Gate Repair (Phase One)

**Motion:** Move that the SVCA Board of Directors approve the allocation of \$30,895.54 from the CRRRF for Phase One of the Lake Louise Slide Gate Replacement Project.

|                                    |                      |                                       |              |
|------------------------------------|----------------------|---------------------------------------|--------------|
| <b>Motion By:</b> Director Bradley |                      | <b>Seconded By:</b> Director Robinson |              |
| <b>Approved:</b> X                 | <b>Not Approved:</b> | <b>Tabled:</b>                        | <b>Died:</b> |
| <b>In Favor:</b><br>Unanimous      | <b>Against:</b>      | <b>Abstained:</b>                     |              |

### 7c. UDR Funding Request-Additional Funds for Hazard Tree Removal

**Motion:** Move that the Board of directors obligate an additional \$100,000 from the UDR Fund for the continued funding of the 2025 operational, hazardous tree removal services.

|                                 |                      |                                      |              |
|---------------------------------|----------------------|--------------------------------------|--------------|
| <b>Motion By:</b> Director Asai |                      | <b>Seconded By:</b> Director Bradley |              |
| <b>Approved:</b> X              | <b>Not Approved:</b> | <b>Tabled:</b>                       | <b>Died:</b> |
| <b>In Favor:</b><br>Unanimous   | <b>Against:</b>      | <b>Abstained:</b>                    |              |

### 7d. Approval Request- Marigold Drive Crosswalk Striping and Signage

**Motion:** Move that the Board of Directors authorize the General Manager to contract for crosswalk striping and direct SVCA maintenance to install WSDOT, compliant pedestrian crossing signs at the Marigold Drive Crosswalk location for a total project cost of \$1,400. (One time funded from Operations-Roads& Maintenance)

|                                    |                      |                                      |              |
|------------------------------------|----------------------|--------------------------------------|--------------|
| <b>Motion By:</b> Director Bradley |                      | <b>Seconded By:</b> Director Henning |              |
| <b>Approved:</b> X                 | <b>Not Approved:</b> | <b>Tabled:</b>                       | <b>Died:</b> |
| <b>In Favor:</b><br>Unanimous      | <b>Against:</b>      | <b>Abstained:</b>                    |              |

**\*Note:** The Board directed the General Manager to investigate the cost to design and install a STOP sign in the area.

**8. Closed Executive Session**

**8a. Legal- Delinquent Assessment Payment Plan**

**Motion:** Move to closed session at 8:37PM

|                                    |                      |                                    |              |
|------------------------------------|----------------------|------------------------------------|--------------|
| <b>Motion By:</b> Director Bradley |                      | <b>Seconded By:</b> Director Gibbs |              |
| <b>Approved:</b> X                 | <b>Not Approved:</b> | <b>Tabled:</b>                     | <b>Died:</b> |
| <b>In Favor:</b><br>Unanimous      | <b>Against:</b>      | <b>Abstained:</b>                  |              |

**Motion:** Call the open session of the Board meeting back into session at 9:43PM

|                                 |                      |                         |              |
|---------------------------------|----------------------|-------------------------|--------------|
| <b>Motion By:</b> Director Asai |                      | <b>Seconded By:</b> N/A |              |
| <b>Approved:</b> X              | <b>Not Approved:</b> | <b>Tabled:</b>          | <b>Died:</b> |
| <b>In Favor:</b><br>Unanimous   | <b>Against:</b>      | <b>Abstained:</b>       |              |

There is a motion coming out of closed session.

**Motion:** Move that the Board of Directors have selected to accept Option 3 of the assessment payment plan.

|                                    |                      |                                    |              |
|------------------------------------|----------------------|------------------------------------|--------------|
| <b>Motion By:</b> Director Bradley |                      | <b>Seconded By:</b> Director Gibbs |              |
| <b>Approved:</b> X                 | <b>Not Approved:</b> | <b>Tabled:</b>                     | <b>Died:</b> |
| <b>In Favor:</b><br>Unanimous      | <b>Against:</b>      | <b>Abstained:</b>                  |              |

**Adjournment:** 9:44PM

Approved by: \_\_\_\_\_  
Linda Bradley, Board of Directors Secretary



## REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday, June 26, 2025 Minutes

**NOTE:** The Board met in closed session at 6:00 to 7:30PM to discuss various legal issues with our attorney. RCW 64.38.035.

**DATE AND LOCATION:** MULTIPURPOSE ROOM A

**CALLED TO ORDER AT:** 7:34 PM

**AUDIENCE MEMBERS:** Not Recorded

### BOARD MEMBERS PRESENT:

|                        |                    |   |                              |
|------------------------|--------------------|---|------------------------------|
| 1. Keith McLean        | 4. Laurie Robinson | 7. AJ Tischleder                              | 10. Robb Gibbs-Zoom          |
| 2. Taimi Van de Polder | 5. Tom Henning     | 8. Rick Asai                                  | 11. Daniel Rodriguez-Excused |
| 3. Linda Bradley       | 6. Ray Meador      | 9. Stu Mitchell-via Zoom<br>Had to disconnect |                              |

### ATTENDING:

**Staff Members:** Michael Bennet General Manager, Joel Heverling-Finance Director, Spencer Huston, IT

#### Call to Order

President McLean called the meeting to order at 7:34 PM.

Land Acknowledgement and Anti-Racism Statement.

### 1. President called for motion to adopt the agenda.

**Motion:** Move to amend the agenda to remove item 7a.

|                                    |                      |                                     |              |
|------------------------------------|----------------------|-------------------------------------|--------------|
| <b>Motion By:</b> Director Bradley |                      | <b>Seconded By:</b> Director McLean |              |
| <b>Approved:</b> X                 | <b>Not Approved:</b> | <b>Tabled:</b>                      | <b>Died:</b> |
| <b>In Favor:</b><br>Unanimous      | <b>Against:</b>      | <b>Abstained</b>                    |              |

**Motion:** Move to adopt the amended agenda.

|                                    |                      |  |              |
|------------------------------------|----------------------|--|--------------|
| <b>Motion By:</b> Director Bradley |                      | <b>Seconded By:</b> Director Van de Polder |              |
| <b>Approved:</b> X                 | <b>Not Approved:</b> | <b>Tabled:</b>                             | <b>Died:</b> |
| <b>In Favor:</b><br>Unanimous      | <b>Against:</b>      | <b>Abstained</b>                           |              |

### 2. Announcements.

There were no announcements.

### 3. Property owner comments.

- A member expressed concern over our 501c4 standing and the current use by non-members of the community without paying. Crowded conditions and overflowing trash are creating a problem at our beaches, dog park and marina areas. Is there any way to get a handle on this or go back to being closed to the public. Posting notices regarding non-member use.
- Two members of the Area Z Garden Club expressed concern over the new lease agreement

to charge the club for water usage. What like to see charges phased in.

- Member noted: closed session needs to be a duly notified meeting to the membership; board didn't receive any agenda showing closed session meeting tonight.

#### 4. Consent Agenda-Approval of Minutes

**Motion:** Move that the Board adopt the draft board meeting minutes from 6.12.2025, as submitted.

|                                    |                      |                                   |              |
|------------------------------------|----------------------|-----------------------------------|--------------|
| <b>Motion By:</b> Director Bradley |                      | <b>Seconded By:</b> Director Asai |              |
| <b>Approved:</b> X                 | <b>Not Approved:</b> | <b>Tabled:</b>                    | <b>Died:</b> |
| <b>In Favor:</b> 8                 | <b>Against:</b>      | <b>Abstained</b> 1                |              |

#### 5. Reports

##### 5a. GM April Report (Pages 6-8)

##### 5b. Committee Updates

i) **Architectural Control**-None.

ii) **Document Review**-None

iii) **Finance Committee**-No report.

iv) **Long-Range Planning**-Working on parking assessment plan and communication plan to launch the program. Issuing stickers to residents for their cars.

**Motion:** Move that the board of directors approve moving forward with the parking sticker program.

|                                    |                      |  |              |
|------------------------------------|----------------------|--|--------------|
| <b>Motion By:</b> Director Bradley |                      | <b>Seconded By:</b> Director Van de Polder |              |
| <b>Approved:</b> X                 | <b>Not Approved:</b> | <b>Tabled:</b>                             | <b>Died:</b> |
| <b>In Favor:</b> 8                 | <b>Against:</b>      | <b>Abstained:</b> 1                        |              |

v) **N&E Committee**-Communications to membership on Eblast and Views. Candidate applications will be ready to go right after the 4th of July. Anybody can use the webpage for a link or get one in person at the Welcome Center. Putting a draft together with detailed instructions around what to do with electronic voting.

vi) **Safety Committee**- Go Bag Presentation well attended, 115 members present.

vii) **STR Taskforce**-Next meeting June 15<sup>th</sup>. Making progress working hard on coming up with additional rules and regulations, but just how we can enforce them to get everybody to identify short-term rentals and everything like that.

#### 6. Continuing Business -None

#### 7. New Business

##### 7a. Removed from agenda

##### 7b. Review and Approval of 2025 Contract Summary

We are still working through these, but I believe this will be a good document for us going forward, and at the November AGM, after the new board is seated, we will have an updated one for you as well.

##### 7c. Capital Request-2025 Asphalt Improvements to Golf Course

**Motion 1:** Move that the SVCA Board of Directors approve the allocation of \$54,080 from the

CRRRF to fund asphalt improvements to the golf course cart path and turf care apron, including the reallocation of \$18,144 from unspent funds in the Turf Care Building Remodel Project.

|                                   |                      |                                      |              |
|-----------------------------------|----------------------|--------------------------------------|--------------|
| <b>Motion By:</b> Director McLean |                      | <b>Seconded By:</b> Director Bradley |              |
| <b>Approved:</b> X                | <b>Not Approved:</b> | <b>Tabled:</b>                       | <b>Died:</b> |
| <b>In Favor:</b><br>7             | <b>Against:</b><br>1 | <b>Abstained:</b>                    |              |

**Motion 2:** Move that the SVCA Board of Directors authorize the General Manager to execute a contract with Asphalt NW utilizing SVCA's standard construction contract.

|                                   |                      |                                      |              |
|-----------------------------------|----------------------|--------------------------------------|--------------|
| <b>Motion By:</b> Director McLean |                      | <b>Seconded By:</b> Director Bradley |              |
| <b>Approved:</b> X                | <b>Not Approved:</b> | <b>Tabled:</b>                       | <b>Died:</b> |
| <b>In Favor:</b><br>7             | <b>Against:</b><br>1 | <b>Abstained:</b>                    |              |

**Move to adjourn:**

|                                   |                      |                                      |              |
|-----------------------------------|----------------------|--------------------------------------|--------------|
| <b>Motion By:</b> Director McLean |                      | <b>Seconded By:</b> Director Henning |              |
| <b>Approved:</b> X                | <b>Not Approved:</b> | <b>Tabled:</b>                       | <b>Died:</b> |
| <b>In Favor:</b><br>Unanimous     | <b>Against:</b>      | <b>Abstained:</b>                    |              |

**Adjournment:** 8:51PM

Approved by: \_\_\_\_\_  
Linda Bradley, Board of Directors Secretary



## **GENERAL MANAGER’S REPORT**

**June 2025**

**Michael Bennett, General Manager**

Sudden Valley Community Association

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### **June Overview**

June arrived with classic Pacific Northwest charm—mild mornings, warm afternoons, and the occasional spring drizzle giving way to dry and sunny stretches. Precipitation through mid-June totaled 22.41 inches year-to-date, noticeably drier than the same period last year (30.84 inches), allowing summer programming and maintenance to surge ahead across all departments. The community has come alive with outdoor activity, project completions, and preparations for a bustling July.

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### **Community Engagement and Events**

- The Valley Fair 2025 is scheduled for Saturday, July 26, 2025, running from 10:30 AM to 3:00 PM at the Community Center (8 Barn View Court, Bellingham, WA). The Fair remains our flagship summer community event and is expected to draw significant participation. See you
  - The Recreation Department has launched planning for a Sudden Valley 5K, tentatively scheduled for September. Local involvement has been strong, and the event is poised to become a recurring community highlight.
  - Play the Valley Sports Camp and other summer youth activities are being developed and marketed, with an emphasis on inclusive and engaging recreational opportunities.
  - Daily popcorn offerings in the Community Center have proven popular and are a small but successful initiative to increase engagement and improve visitor experience.
- 

### **Recreation and Pools**

- Pool operations are now fully underway with the conclusion of the school year. Staff availability has improved significantly, allowing for a smoother experience for

members and guests. Policies are being revised to ensure clarity and inclusivity, including updates to Quiet Pool rules and signage.

- Lifeguard training is scheduled for June 23, and remaining kayak rack spaces are being assigned.
  - Two quotes for cardio equipment replacement at the Fitness Center are under review, while resistance training accessories have been added to support a broader range of fitness goals.
- 

### **Golf Operations and Turfcare**

- The Golf Department successfully onboarded new 1st Assistant Danielle Bailey and completed documentation for the annual audit. Please give her a warm welcome!
  - Highlights include preparation for Junior Golf Camp, scheduled for late June, and ongoing planning for the Ladies Invitational, BIAWC Tournament, and Aslan Fundraiser in August.
  - The Turfcare team has maintained consistent mowing schedules and opened the #9 Green and chipping green for play in May.
  - Technical maintenance included replacing irrigation controller parts, cleaning the Lake Louise pump intake, and beginning turf cleanup around permanent markers.
  - Height of greens has been reduced to .105" for improved play, and topdressing and Verti-cutting are scheduled in the coming weeks.
- 

### **Maintenance Operations**

- Firewise defensible space mitigation is complete, with 600 staff hours and increased resident participation. This frees up the crew to focus on other high-impact tasks.
- New signage has been installed at Gate 2 and the Marina, greatly improving the sense of arrival and providing better readability and information.
- Facility repairs included:
  - Sauna boards and lighting
  - ADA lift at the main pool

- Toilets at Hole 14 and Clubhouse
    - New blinds and signage installations at Welcome Center and Marina
  - Grounds maintenance ramped up with mowing completed in most Gates, and center line road striping finalized.
  - The team also supported environmental efforts, including lily pad mitigation at Lake Louise and preparation for an Eagle Scout-led Personal Flotation Device (PFD) “loaner” kiosk project.
- 

### **Notable Community and Regional Events**

- Bellingham’s Fairhaven Summer Repertory Theatre, Downtown Night Markets, and Lake Whatcom paddle sports events are all in full swing, contributing to broader local tourism and recreational interest.
  - SVCA’s proximity to these events provides opportunities for cross-promotion and regional draw, particularly for golf, pool use, and clubhouse rentals.
- 

### **Closing Remarks**

Sudden Valley moves confidently into the summer season with strong departmental coordination, growing resident engagement, and favorable weather for capital and recreational activities. As we enter July, our priorities will include finalizing preparations for the Valley Fair, addressing key infrastructure maintenance, supporting lake health initiatives, and delivering on our promise of a vibrant and inclusive community experience.



## **Sudden Valley Community Association**

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

[www.suddenvalley.com](http://www.suddenvalley.com)

# **APPROVAL REQUEST MEMO**

**To:** Sudden Valley Community Association Board of Directors  
**From:** Michael Bennett, General Manager  
**Date:** July 10, 2025  
**Subject:** Final Approval – Revocable Driveway Easement (Stable Lane Parcel 29423)

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### **Purpose**

Request Board ratification of the final Revocable Easement for Ingress and Egress dated June 30, 2025, formalizing driveway access across SVCA Parcel 29423 for five adjacent homeowners, and authorization for the General Manager to execute and record the agreement.

### **Background**

This “green space” parcel labeled as Park 2 on the Whatcom County Assessor map has a recorded easement for 65 Stable Lane, allowing driveway access to that home. Four additional homes built before 65 Stable Lane also benefit from and rely upon a portion of SVCA Parcel 29423 to access their homes. The lots that use this dirt driveway are:

Lot 10, parcel #29539 (67 Stable Ln #B)

Lot 18, parcel #29337 (67 Stable Ln)

Lot 19, parcel #29382 (65 Stable Ln)

Lot 20, parcel #29404 (63 Stable Ln)

Lot 21/22, parcel #29451 (51 Stable Ln)

### **Analysis**

Over the past 20+ years, the five property owners have paid to replace gravel on this steep access driveway for maintenance. Each time this was done, it was only a short time before rain and weather eventually washed a good portion of the gravel down the steep drive into the driveway at 65 Stable Ln (Lot 19, #29382) and the main road at the bottom of the hill (Stable Ln). The owners paid for the work and materials. The five homeowners, working together, developed a viable solution that would not waste their money, as the gravel washed away each year. They propose to pay for, install, and maintain a driveway surface to provide access to their homes.

### **Background**

On February 6, 2025, the Board approved the driveway easement in substantially the form presented, contingent upon completion of legal review and incorporation of any required revisions. Legal counsel has completed that review, and the Grantees accepted the revisions. The June 30, 2025, version now reflects all counsel-recommended changes.



## Sudden Valley Community Association

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4 Clubhouse Circle Bellingham, WA 98229

[www.suddenvalley.com](http://www.suddenvalley.com)

### Summary of Key Changes (Feb 6 → Jun 30, 2025)

- **Grantor's Retention of Rights (Sec. 3 → 4.3):** Added 15-day written notice for non-emergency SVCA work on the driveway; clarifies "emergency" as SVCA-determined situations requiring immediate action; SVCA retains right to restrict access temporarily.
- **Indemnification (Sec. 4 → 5.4):** Expressly excludes claims arising from SVCA's construction activity or gross negligence.
- **Revocation (Sec. 6 → 7.6):** This section specifies up to 180 days for Grantees to establish alternate access after notice of revocation.
- **Notices (Sec. 8 → 9.8):** The mail delivery window for certified/registered mail has been extended from 2 to 5 business days.
- **Benefitted Lots:** Updates ownership to reflect the passing of Arlene Deurbrouck; Robert Deurbrouck is listed as the sole owner of Lots 21/22.
- **Formatting & Boilerplate:** Added jury-trial waiver section-9; clarified compliance-with-laws language; minor formatting and numbering corrections.

### Motion

Move that the Board of Directors ratify the Revocable Easement for Ingress and Egress dated June 30, 2025 (Attachment A); authorize the General Manager to execute and record the Easement; and direct staff to notify the Grantees upon recording.

### Approval

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ SVCA Board of Directors

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Keith McLean, SVCA Board President

Filed for Record at the Request of:

SUDDEN VALLEY COMMUNITY ASSOCIATION  
ATTN: SVCA PRESIDENT  
4 CLUBHOUSE CIRCLE  
BELLINGHAM, WA 98229

|  |   |
|--|---|
| <b>TITLE OF DOCUMENT:</b>                      | REVOCABLE EASEMENT FOR INGRESS AND EGRESS   |
| <b>GRANTOR(S):</b>                             | SUDDEN VALLEY COMMUNITY ASSOCIATION,<br>a Washington non-profit homeowners association  |
| <b>GRANTEE(S):</b>                             | CONOR & ANDREA RYAN<br>SHANNON & APRIL CLARK<br>LSTON & ROSIE CARTER<br>GORDON & SHAMEEM SHERWIN<br>ROBERT DEURBROUCK   |
| <b>LEGAL DESCRIPTION:</b>                      | LOTS 10, 18, 19, 20, & LOTS 21/22, SUDDEN VALLEY, DIV. NO.<br>6   |
| <b>TAX PARCEL ID#:</b>                         | 3704060994070000 / P29423<br>3704061244000000 / P29539 (LOT 10)<br>3704060784130000 / P29337 (LOT 18)<br>3704060904050000 / P29382 (LOT 19)<br>3704060944000000 / P29404 (LOT 20)<br>3704061063940000 / P29451 (LOTS 21/22) |
| <b>REFERENCE NOS.<br/>OF DOCS SIGNED/REL.:</b> | N/A   |

## REVOCABLE EASEMENT FOR INGRESS AND EGRESS

This **REVOCABLE EASEMENT FOR INGRESS AND EGRESS** ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025 ("Effective Date"), by and between **SUDDEN VALLEY COMMUNITY ASSOCIATION**, a Washington non-profit homeowners association, hereinafter referred to as the "Grantor" or the "Association," and **CONOR & ANDREA RYAN, SHANNON & APRIL CLARK, LOSTON & ROSIE CARTER, GORDON & SHAMEEM SHERWIN, and ROBERT DEURBROUCK**, hereinafter referred to as the "Grantees." Grantor and Grantees shall be collectively referred to hereinafter as the "Parties," and individually as a "Party."

### I. RECITALS

**WHEREAS**, Grantor owns the real property identified by Whatcom County Assessor Tax Parcel No. 3704060994070000 / P29423 (the "Burdened Lot" or "Park"), as legally described in **Exhibit A** hereto;

**WHEREAS**, Grantees own the real properties (the "Benefitted Lots"), as more particularly described in **Exhibit B** hereto;

**WHEREAS**, the Parties desire to formalize an easement for ingress and egress for the existing driveway (the "Driveway") that already crosses the Burdened Lot for the benefit of the Benefitted Lots, according to the terms and conditions in this Agreement; and

**WHEREAS**, the Grantees desire to improve the Driveway from its current condition to avoid the frequent maintenance and repair issues associated with water run-off and to minimize the amount of dust generated by vehicles driving along the driveway; and

**WHEREAS**, Grantor is willing to grant a revocable easement for ingress and egress to Grantees.

### II. TERMS AND CONDITIONS

**NOW, THEREFORE**, Grantor hereby conveys to Grantees, and Grantees' successors and assigns, a revocable easement for ingress and egress across, along, and upon Grantor's Burdened Lot described in **Exhibit A**, attached hereto and by this reference made a part hereof, for the purpose of ingress and egress from Stable Lane to Grantees' Benefitted Lots (the "Easement"), subject to the following terms and conditions:

1. **ACCESS TO MEMBERS.** Grantees are prohibited from parking vehicles within the Easement or from using the Easement in any way which restricts other members of the Association from gaining access to the Park.
2. **MAINTENANCE AND REPAIR.** Grantees are solely responsible for all costs of inspection, maintenance, improvement, repair, construction or reconstruction, or improvement to the Driveway. Grantees shall maintain the Driveway in conformance with Whatcom County and the Association's standards. Any improvements to the Driveway will be subject to the following requirements:

- a. The plan, materials and methods for any improvements are reviewed and approved by SVCA's Maintenance Manager.
- b. Compliance with SVCA's Architectural Control Committee ("ACC") Policies, including but not limited to, issuance of ACC approval prior to commencement of any improvement.
- c. Compliance with Whatcom County standards. Any improvement requiring a permit from Whatcom County shall not be commenced until such permit has been issued.

2.1 The method of allocating and collecting the costs of the foregoing expenses from each Grantee shall be determined solely by Grantees.

3. **GRANTOR'S RETENTION OF RIGHTS.** Except as to Grantee's rights expressed herein, Grantor retains all rights to the Easement. In the event Grantor deems it necessary to commence non-emergency construction within the Driveway for the benefit of the Association, Grantor shall provide 15-days advance written Notice to Grantees; unless, however, the construction is an emergency, defined as situations requiring immediate action to protect public safety or Association property, as determined by SVCA, in which case Grantor shall provide notice to Grantees as soon as is reasonably possible.

Grantee shall attempt to minimize disturbance of any improvements installed on, or damage to, the Driveway, and shall be responsible to restore the Driveway to the condition it was before the construction. Grantor shall further have the right to reasonably restrict Grantees' access on a temporary basis, if necessary, to perform non-emergency Association-related activities within the Park. Any such restriction of access will also require 15-days advance written notice to Grantees.

Emergency construction shall apply to situations requiring immediate action to protect public safety or Association property, as determined by SVCA, and shall require no advance notice.

4. **INDEMNIFICATION.** Grantees assume any and all risk and liability associated with the use of this Easement and agrees to indemnify and hold Grantor, and its employees, officers, and board members, harmless against all liabilities, claims, judgments, or demands for damages arising from accidents to persons or property occasioned by the use of the Driveway by Grantees, and/or its invitees and guests, and Grantees will defend any and all suits that may be brought against the Association, and/or its employees, officers, and board members, on account of such accidents, and will make good and reimburse the Association, and/or its employees, officers, and board members, for any expenditures the Association may make by reason of such accidents. This indemnification shall not apply to any construction or disturbance caused by Grantor within the easement area, nor to any gross negligence of Grantor.

5. **CONFORMANCE WITH LAWS.** Each owner of any Grantee property (Owner) shall conform with and abide by the rules, codes, laws, and regulations in connection with the use of the Easement Area. Except as otherwise provided for in this Agreement, the Owners shall keep the Easement Area free and clear of all liens and charges whatsoever arising from the maintenance and/or use of the Easement.



6. **REVOCATION OF EASEMENT.** This Easement shall be revocable by the Association upon thirty (30) days' written notice to Grantees at the address each Grantee has on file with Grantor. Upon revocation, Grantees shall be required to provide access, at Grantees' own expense, direct from Stable Lane. Following such Notice, Grantor will allow up to 180 days to obtain, establish, and complete alternative access direct from Stable Lane, subject to SVCA's reasonable discretion based on the complexity of establishing alternative access.

7. **OWNER REPRESENTATIVE.** The Owners shall designate one (1) representative to speak on behalf of the Owners. The representative may be changed upon fifteen (15) days' advance written notice to Grantor. The initial representative shall be \_\_\_\_\_.

8. **NOTICES.** Any notice or communication required or permitted by this Agreement shall be deemed to have been duly given if delivered personally to the Party to whom the notice or communication is directed, or if mailed by registered or certified mail, with postage and charges prepaid. Such notice or communication shall be deemed to be given when personally delivered to an Owner or the Association, or, if mailed, five (5) business days after the date of mailing. Any notice required under the Agreement shall be mailed to an Owner at the mailing address on file with Association.

9. **BINDING EFFECT.** This Easement, and all rights associated therewith, shall be perpetual in existence and duration, considered and construed as covenants running with the land, and shall be binding upon, inure, and extend to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties hereto.

10. **NOT A PUBLIC DEDICATION.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for any public use or purpose whatsoever.

11. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. **LITIGATION.** If a legal action is instituted by reason of any default or breach on the part of any Party in the performance of any of the provisions of this Agreement, the substantially prevailing Party shall be entitled to an award of its attorneys' fees and costs incurred in connection therewith. It is agreed that the jurisdiction and venue of any legal actions brought under the terms of this Agreement shall be exclusively in the Superior Court for Whatcom County, Washington. The Parties expressly waive their rights to a trial by jury.

13. **AMENDMENTS.** Except as otherwise set forth herein, this Agreement may not be modified, amended, or terminated except by the written agreement of all Parties, or their respective successors and assigns.

14. **WAIVER OF JURY TRIAL. GRANTOR AND GRANTEES, AND EACH OF THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF EASEMENT FOR INGRESS AND EGRESS – 4**

**DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY, RELATED TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS AGREEMENT.**

16. **ENTIRE AGREEMENT.** This Agreement contains all of the understandings between the Parties. Each Party represents that no promises, representations, or commitments have been made by the other as a basis for this Agreement, which have not been reduced to writing herein. No oral promises or representations shall be binding upon any Party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement.

**IN WITNESS WHEREOF**, the Parties have set their hands and signed this Agreement on the day and year first above written.

**GRANTOR:**

**SUDDEN VALLEY COMMUNITY ASSOCIATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF WHATCOM    )

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of **SUDDEN VALLEY COMMUNITY ASSOCIATION**, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of the corporation.

**GIVEN** under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*[Additional Signatures and Notaries on Subsequent Pages]*

**GRANTEE:**

**GRANTEE:**

\_\_\_\_\_  
**CONOR RYAN**

\_\_\_\_\_  
**ANDREA RYAN**

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF WHATCOM    )

On this day personally appeared before me **CONOR RYAN**, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

**GIVEN** under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF WHATCOM    )

On this day personally appeared before me **ANDREA RYAN**, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

**GIVEN** under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

EASEMENT FOR INGRESS AND EGRESS – 7

**GRANTEE:**

**GRANTEE:**

\_\_\_\_\_  
**SHANNON CLARK**

\_\_\_\_\_  
**APRIL CLARK**

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF WHATCOM    )

On this day personally appeared before me **SHANNON CLARK**, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

**GIVEN** under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF WHATCOM    )

On this day personally appeared before me **APRIL CLARK**, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

**GIVEN** under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**GRANTEE:**

**GRANTEE:**

\_\_\_\_\_  
**LOSTON CARTER**

\_\_\_\_\_  
**ROSIE CARTER**

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF WHATCOM    )

On this day personally appeared before me **LOSTON CARTER**, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

**GIVEN** under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF WHATCOM    )

On this day personally appeared before me **ROSIE CARTER**, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

**GIVEN** under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**GRANTEE:**

**GRANTEE:**

\_\_\_\_\_  
**GORDON SHERWIN**

\_\_\_\_\_  
**SHAMEEM SHERWIN**

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF WHATCOM    )

On this day personally appeared before me **GORDON SHERWIN**, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

**GIVEN** under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON    )  
  ) ss.  
COUNTY OF WHATCOM    )

On this day personally appeared before me **SHAHEEM SHERWIN**, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

**GIVEN** under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**GRANTEE:**

\_\_\_\_\_  
**ROBERT DEURBROUCK**

STATE OF WASHINGTON    )  
                                      ) ss.  
COUNTY OF WHATCOM    )

On this day personally appeared before me **ROBERT DEURBROUCK**, to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

**GIVEN** under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



**EXHIBIT A  
LEGAL DESCRIPTION  
GRANTOR'S PROPERTY / THE "BURDENED LOT" OR "PARK"**

**3704060994070000 / P29423**

PARK AREA 2, PLAT OF SUDDEN VALLEY, DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 53 THROUGH 55, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

**EXHIBIT B  
LEGAL DESCRIPTIONS  
GRANTEES' PROPERTIES / THE "BENEFITTED LOTS"**

**3704061244000000 / P29539**

LOT 10, PLAT OF SUDDEN VALLEY, DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 53 THROUGH 55, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

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**3704060784130000 / P29337**

LOT 18, PLAT OF SUDDEN VALLEY, DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 53 THROUGH 55, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

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**3704060904050000 / P29382**

LOT 19, PLAT OF SUDDEN VALLEY, DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 53 THROUGH 55, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

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**3704060944000000 / P29404**

LOT 20, PLAT OF SUDDEN VALLEY, DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 53 THROUGH 55, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

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**3704061063940000 / P29451**

LOTS 21/22, PLAT OF SUDDEN VALLEY, DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGES 53 THROUGH 55, INCLUSIVE, RECORDS OF WHATCOM COUNTY, WASHINGTON.



## **Sudden Valley Community Association**

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

[www.suddenvalley.com](http://www.suddenvalley.com)

# **APPROVAL REQUEST MEMO**

**To:** Executive Team, Sudden Valley Community Association Board of Directors

**From:** Michael Bennett, General Manager

**Date:** July 10, 2025

**Subject:** Approval Request – 2025 Pool Rule Revisions for FHA Compliance

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### **Purpose**

To request Board approval of revisions to the 2025 SVCA Pool Rules in response to legal guidance regarding potential discrimination under the federal Fair Housing Act (FHA).

### **Background**

In early June 2025, a resident submitted a concern about the exclusion of non-potty-trained children from the Quiet Pool, asserting that this policy was potentially discriminatory against families with young children and individuals with disabilities. In response, SVCA General Counsel reviewed the rule and issued a legal memorandum advising that a categorical restriction on pool access based on age or continence status may violate the FHA.

The prior Quiet Pool rule did not allow access to individuals who were not fully potty-trained, which could include young children and adults with certain medical conditions. This exclusion could be interpreted as discriminatory, especially where a less restrictive means of ensuring pool sanitation exists.

### **Analysis**

Following counsel's recommendation and in consultation with pool management staff, the SVCA Management Team has revised the applicable rules to remove any outright exclusions based on age or toileting ability. The updated rules implement a sanitation-based standard that requires the use of a swim-specific diaper and a snug-fitting waterproof cover for any individual, regardless of age, who requires such protection. This policy applies to both the Main Pool and Quiet Pool and aligns with public health practices and federal non-discrimination law.

Additional behavioral standards have been proposed to further preserve the quiet atmosphere of the Quiet Pool while complying with FHA guidelines. These include prohibitions on yelling, splashing, jumping, using toys, and roughhousing. These rules apply to all pool users and are designed to support a calm and relaxing environment without explicitly excluding children.

The revised rules have been formatted and included in the "2025 Pool Rules Updated with Quiet Standards and Sanitation Provisions" dated June 26, 2025, reflecting feedback from legal counsel, the Executive Board, and member communications.



## **Sudden Valley Community Association**

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

[www.suddenvalley.com](http://www.suddenvalley.com)

### **Requests**

Request that the Board of Directors authorize the GM to formally adopt the updated 2025 Pool Rules, including the revised Quiet Pool rules and new sanitation and behavioral requirements, and publish the updated policy to the membership.

### **Motion**

Move that the Board of Directors authorize the GM to implement the revised 2025 Pool Rules as presented, including updated standards for swim diaper usage and conduct expectations to ensure compliance with the Fair Housing Act and preserve the quiet nature of the Quiet Pool.

### **Approval**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ SVCA Board of Directors

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Keith McLean, SVCA Board President



# SVCA Main Pool & Quiet Pool Rules

Updated 06/26/2025

## These Rules Apply to Both Pools:

- All swimmers must shower with soap and water before swimming.
- People with seizures, heart, or circulatory problems should not swim alone.
- Enter the pool from the wet step feet first or use ladders or stairs.
- Use of the facility is prohibited if under the influence of alcohol or drugs.
- No food or drinks in the pool. Food and drinks may be consumed a minimum of four feet away from the pool edge.
- No glass within the facility.
- People with a communicable disease or who have been ill with vomiting or incontinence within the last two weeks cannot use the pool; this includes open sores or lesions.
- No diving.
- No breath-holding or prolonged underwater lap swimming.
- No inflatable devices except Coast Guard-approved Personal Flotation Devices (PFDs) are allowed. Those requiring the use of PFDs must remain within arm's reach of an adult.
- Swim-specific attire is required. Long hair must be pulled back, and shoes are not allowed in the pool.
- The penalty for violating Pool Rules is \$25.00 for the first offense, plus 30 days of pool privilege suspension, with a doubling of the monetary fine and 30 days of suspension for each subsequent violation.

## Use of Swim Diapers – Children and Adults

- To maintain water quality and ensure the comfort and safety of all pool users, the following rules apply to individuals of any age who require the use of swim diapers, including non-toilet-trained children and adults with incontinence or medical conditions:
- **Swim Diaper Requirement:** A properly fitted, swim-specific disposable or reusable diaper must be worn at all times.
- **Waterproof Covering:** A secondary, snug-fitting waterproof protective layer—such as reusable swim pants or a tight-fitting diaper cover—must be worn over the swim diaper.

- **Designated Changing Areas:** Diaper changes must take place in designated restrooms or changing areas. Changing on pool decks, lounge furniture, or surrounding areas is not permitted.
- **Enforcement:** Individuals who do not comply with these requirements may be asked to leave the pool area to protect the water's cleanliness for all users.
- These rules apply to both the **Main Pool** and the **Quiet Pool**.

## Main Pool Specific Rules

- No swimming unless a Lifeguard is on duty.
- The Lifeguards are always in charge. Lifeguards have the final authority to enforce all pool rules.
- Pool use will be limited to a safe number as determined by the lifeguard on duty.
- Lifeguards may request individuals to prove their swimming ability. Lifeguards may restrict use of the pool by non-swimmers. All minors are subject to a swim test.
- The Lifeguard must authorize the use of fins, snorkels, or any toys on duty.
- Maximum occupancy of 150 people within the pool facility.
- **Maximum of 100 people in the pool (subject to a 1:25 ratio of available lifeguards to swimmers).**
- Alcohol, drugs, and pets are prohibited in the facility.
- Adults or children who use diapers must use swim-specific diapers and wear a protective covering to prevent contamination. Diaper changing in the pool facility is prohibited.
- No horseplay, running, playing on ladders, throwing objects/swimmers or riding on shoulders. No water or squirt gun toys are allowed.
- Spitting, spouting, or swallowing water from the mouth or blowing the nose in the pool is prohibited.
- No hanging on or swimming across occupied lap lanes during lap swimming specific swim times. Lap lanes in the pool during “open swim” are not exclusive and may need to be shared.

## Quiet Pool Specific Rules

- No Lifeguards on duty. Swim at your own risk.
- This is a limited-use pool for SVCA Members, renters, and guests. The Quiet Pool is for the quiet enjoyment of all SVCA members.
- In an emergency, call 9-1-1. The emergency phone is located within the designated pool area.
- **The Quiet Pool is classified as a limited-use facility. No organized events, instructional classes, or recreational group activities are permitted that would result**

in the pool being subject to reclassification as a general-use pool under Washington State Department of Health regulations.

- Alcohol may be consumed at this pool by people of legal age.
- Maximum occupancy of the Quiet Pool is 30. Pool occupancy is set at 25 adults and 5 children.
- Child Safety Requirements:
  - Due to a lack of lifeguards, all children under 18 (minors) shall be accompanied by an authorized adult to ensure the minor's safety around water hazards.
  - All children seven and under must always have an adult in the water supervising them.
  - When a child twelve years of age or less is using the pool, an authorized adult must always accompany the child and be at the pool or pool deck when the child uses the facility.
  - There is a maximum of two children that one adult may bring to the pool.
- Individuals of any age who require the use of swim diapers may use the Quiet Pool if they meet all sanitation requirements listed under **"Use of Swim Diapers – Children and Adults"** - These measures are designed to protect water quality while ensuring that pool access remains inclusive and compliant with federal Fair Housing law.

To preserve the intended atmosphere of the Quiet Pool for all users, the following behavior standards apply to all individuals regardless of age:

- Parents or guardians must ensure their children comply with these standards at all times. Disruptive conduct may result in removal from the pool facility.
- Lap swimming or quiet lounging is encouraged. All users must respect the rights of others seeking a tranquil space.
- Electronic devices must be used with headphones or kept at a low volume.
- No use of toys, inflatables, or recreational flotation devices. Only Coast Guard-approved PFDs are permitted when necessary for safety.
- No splashing, roughhousing, or horseplay. This includes games involving running, tag, or water fights.
- Do not jump, dive, or cannonball into the pool. Entry must be calm and controlled, using steps or ladders only.
- No yelling, loud conversations, or disruptive noise. All pool users must speak in moderate tones to maintain a peaceful environment.

## **Sudden Valley Community Association**

### **Quiet Pool Policy (Revision 2025.01)**

Date: July 10, 2025

Supersedes: Policy 2018.02 (adopted Aug. 1, 2018)

#### **I. PURPOSE**

To preserve a quiet, sanitary, and inclusive swimming environment at the limited-use “Quiet Pool,” consistent with WAC 246-260-131(6)(e).

#### **II. POOL CHARACTERISTICS**

- Limited-use pool – no lifeguards on duty.
- Maximum occupancy: 30 persons (25 adults / five children).
- No water games, loud play, or amplified music.
- No use of toys, inflatables, or recreational flotation devices.
- Alcohol is permitted for those 21+; no food or drink is allowed in the water.

#### **III. HEALTH & SANITATION**

##### *A. Incontinence Control*

1. Any person (child or adult) who is not reliably toilet-trained or who experiences bowel or urinary incontinence must wear:
  - a. A commercial swim diaper and
  - b. A snug-fitting waterproof swim brief or diaper cover.
2. Disposable diapers alone are prohibited in the pool.
3. Families must exit the water immediately if a fecal release is suspected and report it to SVCA staff.

##### *B. Diaper-Changing*

- Diaper changes must occur in the restroom, not on the pool deck.

#### **IV. CHILD SAFETY REQUIREMENTS**

1. An authorized adult shall accompany all minors (< 18) to ensure the minor's safety around water hazards.
2. Children ≤ 12 – an authorized adult (18+) must always remain on the deck or in the water.
3. Youth 13–17 – at least two people must be present in the facility.
4. Children ≤ 7 must always have an adult in the water supervising them.
5. One adult may supervise a maximum of two children.

\*[Rule 6 of the 2018 policy—absolute prohibition of non-potty-trained children—is deleted and replaced by Section III.A above.]\*



#### V. ENFORCEMENT & PENALTIES

- First violation: \$25 fine + 30-day suspension of pool privileges.
- Each subsequent violation within 12 months: fine doubles and an additional 30-day suspension.
- Refusal to leave after staff direction constitutes trespass.

#### VI. ADA & NON-DISCRIMINATION STATEMENT

The Quiet Pool rules apply equally to all users based on functional criteria (toilet training or incontinence status). Reasonable accommodations will be considered consistent with public health obligations and WAC 246-260.

#### VII. EFFECTIVE DATE

This policy becomes effective upon Board approval and replaces Policy 2018.02.

#### History:

- Adopted – August 1, 2018 (Policy 2018.02)
- Revised – July 10, 2025 (Policy 2025.01)







116 EAST FIR STREET  
SUITE A  
MOUNT VERNON, WA. 98273

Phone: (360) 424-0394  
Fax: (360) 424-5726

NEW FACILITY FOR:  
BUDDEN VALLEY

## ARN 6 REPLACEMENT

5-906  
PROJECT NUMBER:

REVISIONS:

SHEET TITLE:

SITE PLAN

QUENTIN SUTTER  
PROJECT MANAGER:

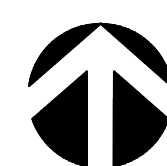
SAIAH CORP  
DRAWN BY:

QUENTIN SUTTER  
CHECKED BY:

DATE MAY 7, 2025

/ARCH/25-906 SV BARN6REV  
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# SITE PLAN

SCALE: 1"=20'-0"





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A NEW FACILITY FOR:  
SUDDEN VALLEY

BARN 6 REPLACEMENT

25-906  
PROJECT NUMBER:

REVISIONS:

SHEET TITLE:

FIRST FLOOR PLAN

QUINTIN SUTTER  
PROJECT ARCHITECT

ISAIAH CORP  
DRAWN BY:

QUINTIN SUTTER  
CHECKED BY:

MAY 7, 2025  
DATE

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COMPUTER FILE NAME

A-2.0

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#### FLOOR PLAN NOTES.

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- 3 CONFIRM ALL FINISHES W/ OWNER AND ARCHITECT PRIOR TO ORDERING
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- 5 EXTERIOR WINDOWS TO RECEIVE GWB HEAD/JAMB AND SILL
- 6 FIXTURES AND PLUMBING PER OWNER COORDINATE INSTALLATION AND REQUIREMENTS WITH OTHER DISCIPLINES AS REQUIRED
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#### RESTROOM NOTES.

- 1 SEE SHEET A-01 FOR MINIMUM BARRIER FREE ACCESSIBLE RESTROOM DIMENSIONS AND CLEARANCES
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- 3 PROVIDE PIPING TO NEW HOT WATER LOCATION
- 4 PROVIDE EXHAUST FAN FOR EACH RESTROOM AND RUN VENTING OUT ROOF
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- 7 PROVIDE 1/2" HAT CHANNEL FOR SOUND BARRIER
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- 11 ALL TOILET STALLS TO RECEIVE STAINLESS STEEL TOILET SEAT COVER DISPENSER
- 12 ALL WOMEN'S TOILET STALLS TO RECEIVE STAINLESS STEEL SANITARY NAPKIN DISPOSAL
- 13 ALL SINKS TO RECEIVE 24"X36" MIRROR WITH STAINLESS STEEL FRAME
- 14 ALL SINKS TO RECEIVE TOUCH LESS FOAMING SOAP DISPENSER
- 15 ALL SINKS TO RECEIVE SANI TOUCH MANUAL PAPER TOWEL DISPENSER HARD ROLL
- 16 ALL RESTROOMS TO RECEIVE 1 HAND AIR DRYER
- 17 FLOOR TO BE SHEET VINYL W/ COVE BASE

#### FLOOR PLAN LEGEND

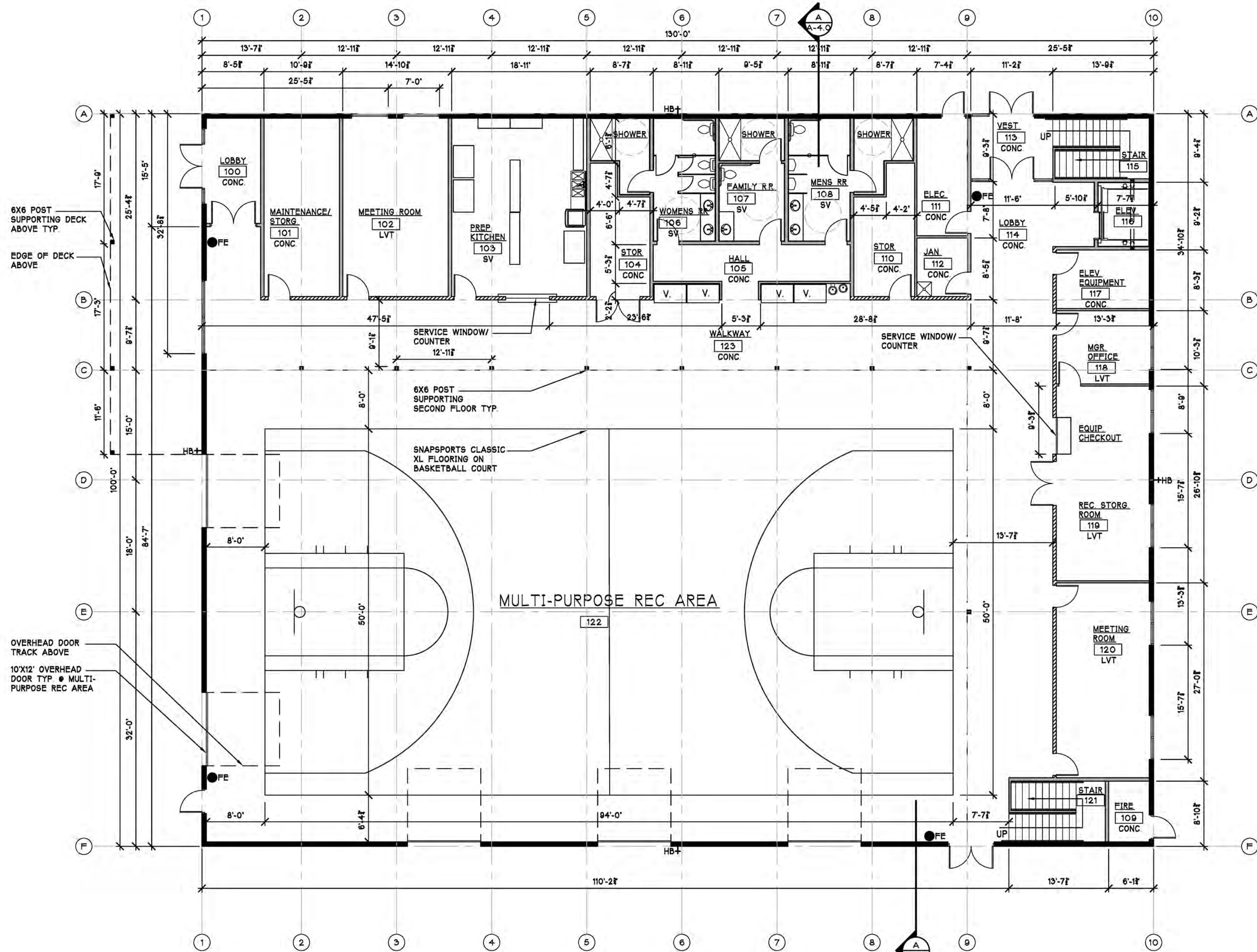
- FE 2A 10BC FIRE EXTINGUISHER SEE FLOOR PLAN FOR LOCATIONS 75 FEET MAX TRAVEL DISTANCE
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- 5 RETURN ALL HANDRAILS TO WALL AND OR INTERMEDIATE POST
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- 7 PROJECTIONS INTO CLEAR STAIRWAY WIDTHS SHALL NOT EXCEED 4.5" AT OR BELOW THE HANDRAIL HEIGHT
- 8 EXTERIOR TREADS/RISERS TO BE OPEN DIAMOND PLATE MESH TO ALLOW WATER/SNOW TO DRAIN

#### SECTION 1013 GUARDRAIL NOTES.

- 1 PROVIDE GUARDRAIL MIN 42" ABOVE NOSE OF TREAD/LANDING FOR ALL HEIGHTS 30" AFF OR GREATER TYP
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FIRST FLOOR PLAN

SCALE: 1/8"=1'-0"





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A NEW FACILITY FOR:  
SUDDEN VALLEY

BARN 6 REPLACEMENT

25-906  
PROJECT NUMBER:

REVISIONS:

SHEET TITLE:

SECOND FLOOR PLAN

QUINTIN SUTTER  
PROJECT ARCHITECT

ISAIAH CORP  
DRAWN BY

QUINTIN SUTTER  
CHECKED BY

MAY 7, 2025  
DATE

S:/ARCH/25-906 SV BARN6REV  
COMPUTER FILE NAME

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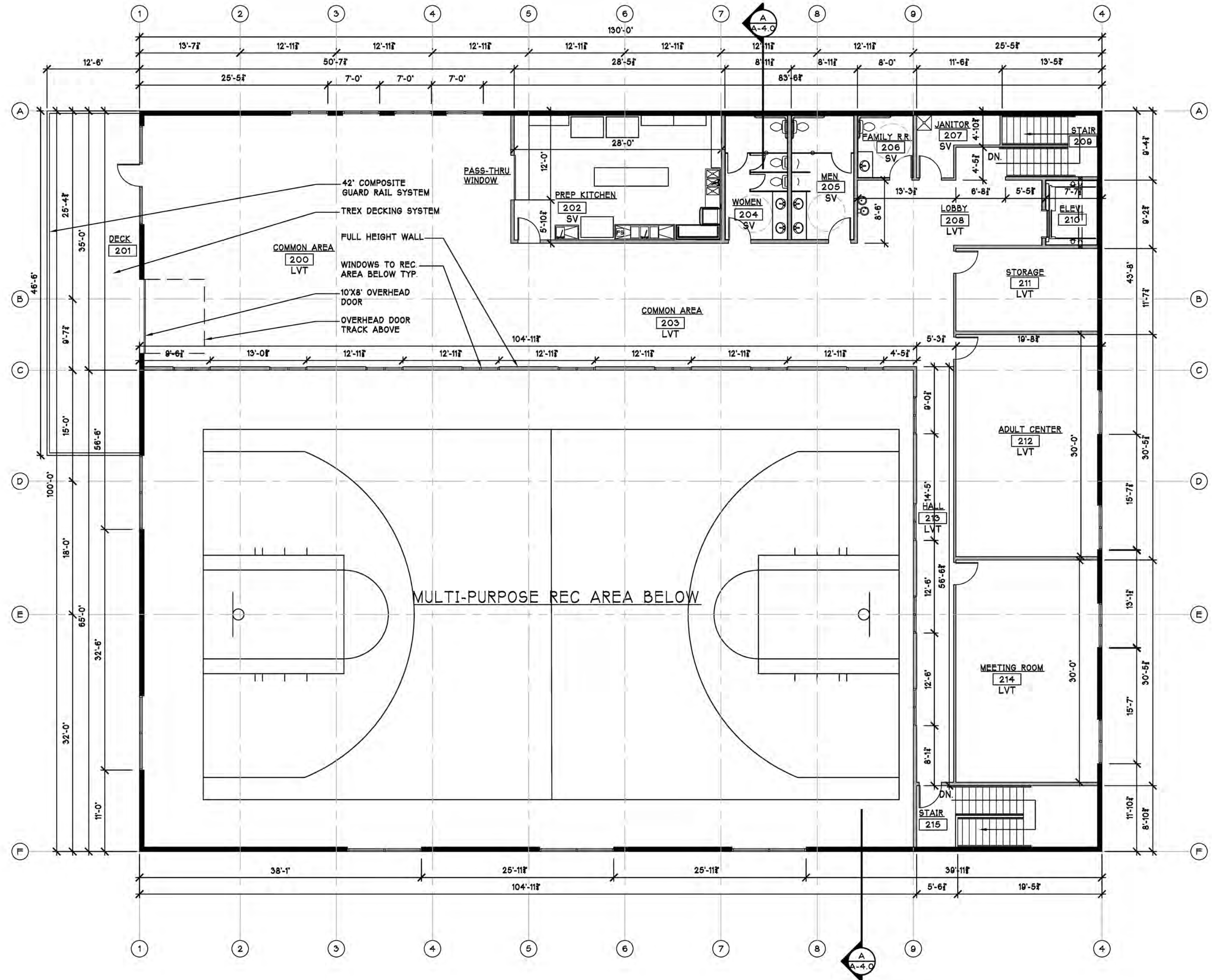
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SECOND FLOOR PLAN

SCALE: 1/8"=1'-0"





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Fax: (360) 424-5726

A NEW FACILITY FOR:  
SUDDEN VALLEY

BARN 6 REPLACEMENT

25-906  
PROJECT NUMBER:

REVISIONS:

SHEET TITLE:

BUILDING ELEVATIONS

QUINTIN SUTTER  
PROJECT ARCHITECT

ISAIAH CORP  
DRAWN BY

QUINTIN SUTTER  
CHECKED BY

MAY 7, 2025  
DATE

S:/ARCH/25-906 SV BARN6REV  
COMPUTER FILE NAME

A-3.0

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38 of 52

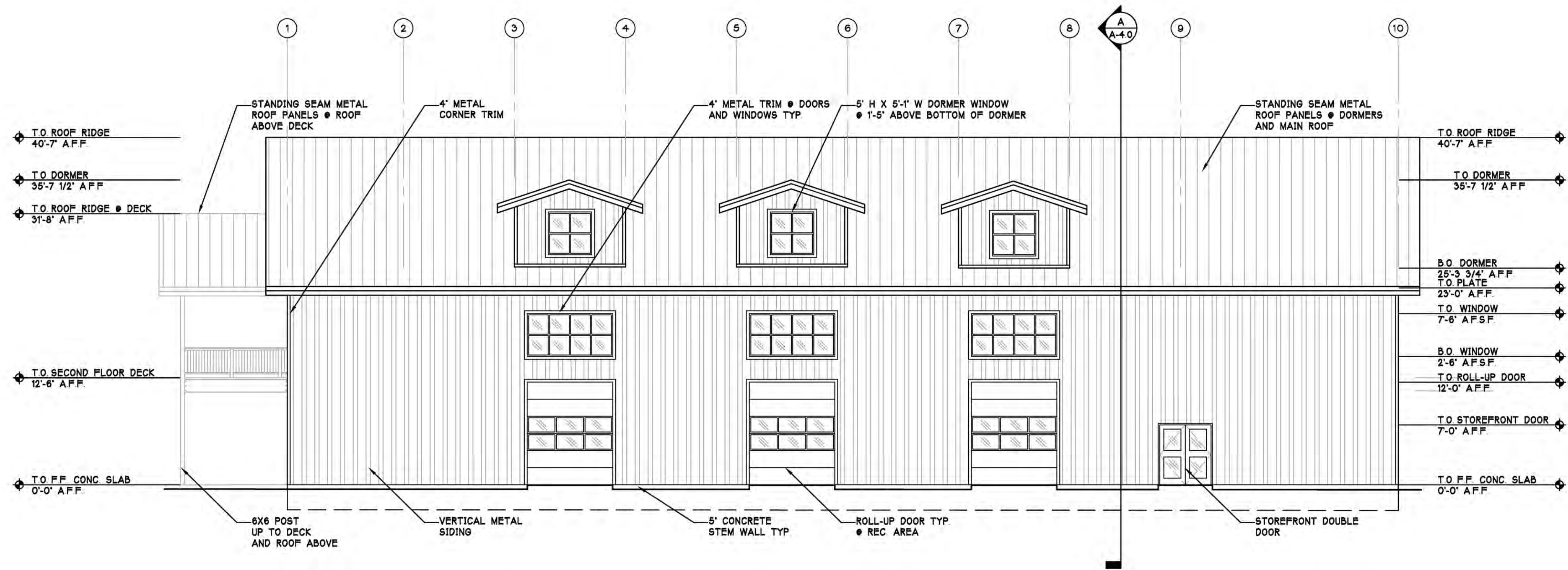
**LEGEND:**

⬆ ⬆ ⬆ LIGHT FIXTURE- PROVIDE TRIM/  
BLOCKING SIDING TYP.

VERTICAL METAL SIDING

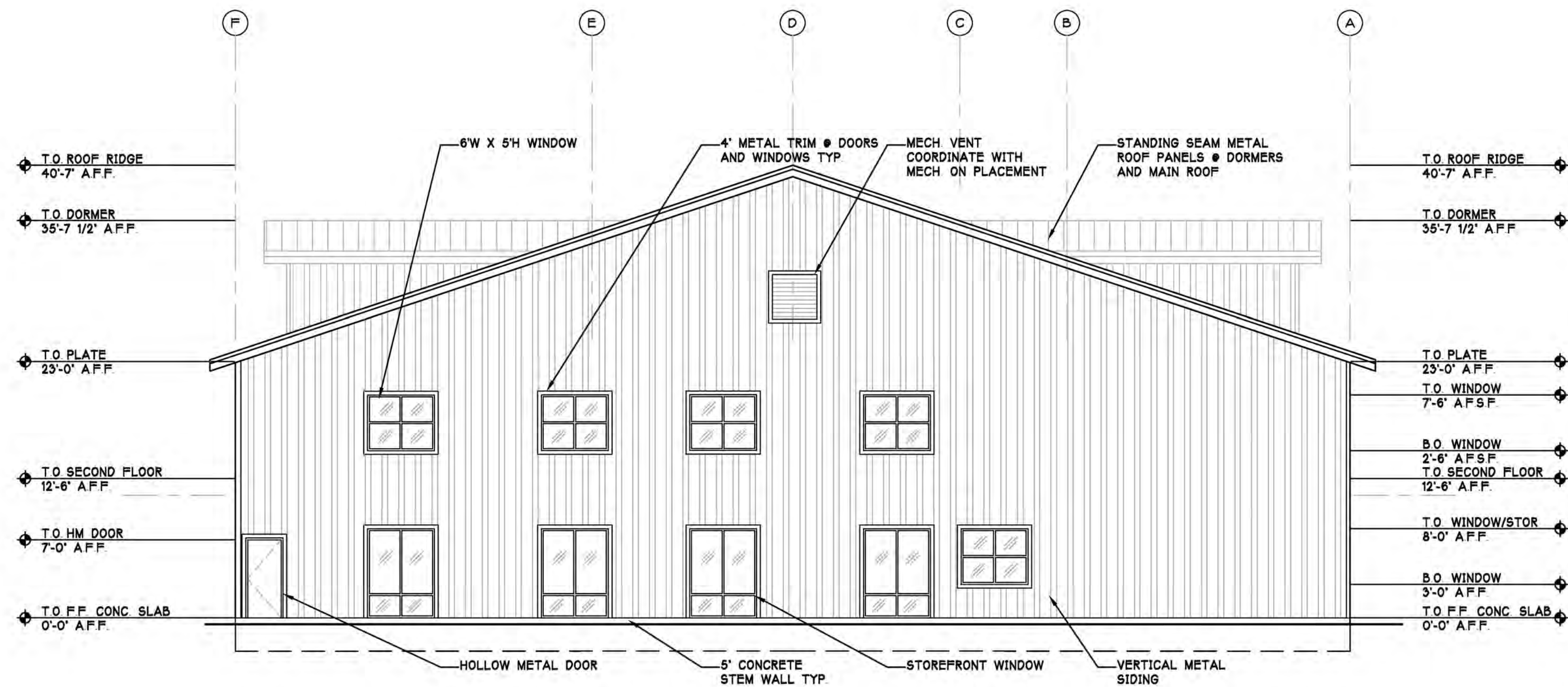
STANDING SEAM METAL ROOF  
PANELS

- ELEVATION NOTES:**
1. CAULK ALL SIDING TRANSITIONS AND PNT. TYP.
  2. ELEVATIONS SHOW GENERAL LAYOUT OF MECHANICAL VENT  
LOCATIONS. VERIFY/ COORDINATE ALL W/ MECH DWGS. AND  
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  6. PROVIDE PUTTY PADS AT ALL EXTERIOR ELEC 'J' BOX LOCATIONS  
FOR AIR BARRIER LEAKAGE STANDARDS
  7. ALL EXPOSED WD BEAMS AND WD POSTS TO BE STAINED



WEST ELEVATION

SCALE: 1/8"=1'-0"



SOUTH ELEVATION

SCALE: 1/8"=1'-0"





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39 of 52

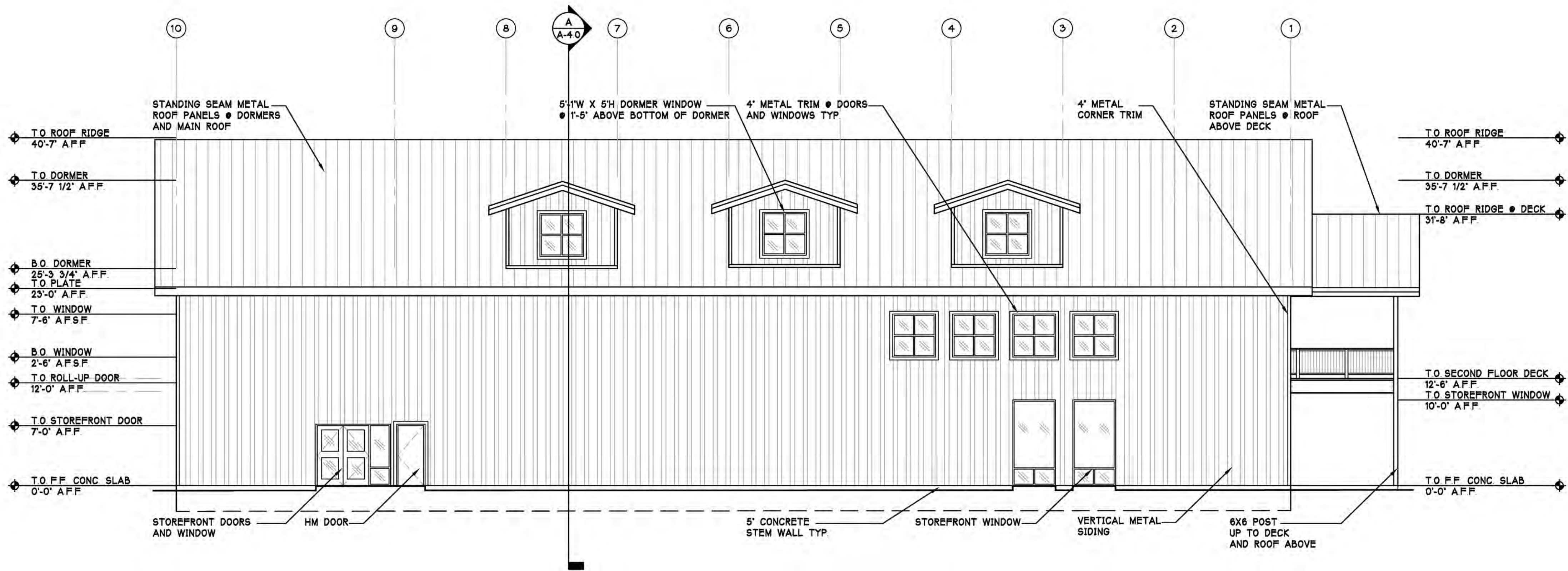
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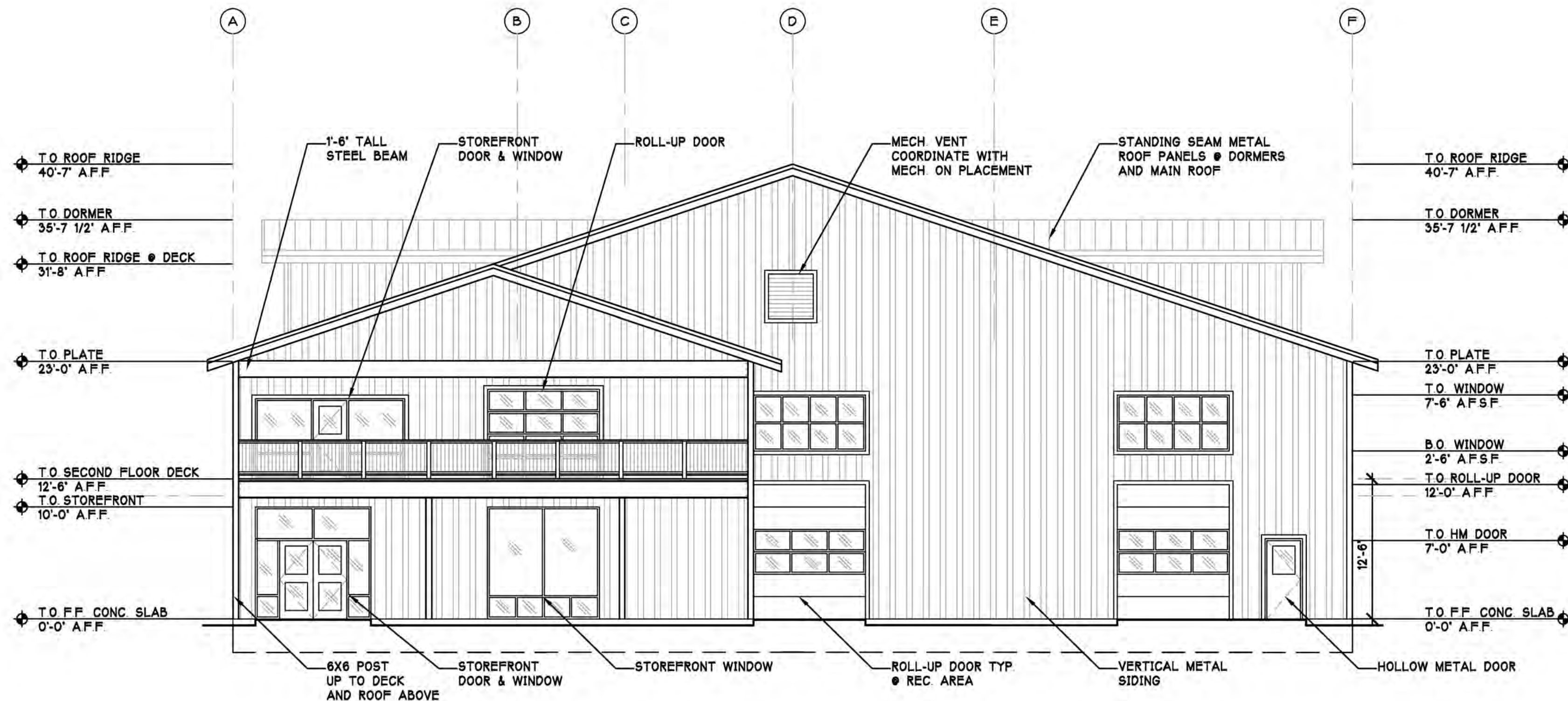
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EAST ELEVATION

SCALE: 1/8"=1'-0"



NORTH ELEVATION

SCALE: 1/8"=1'-0"





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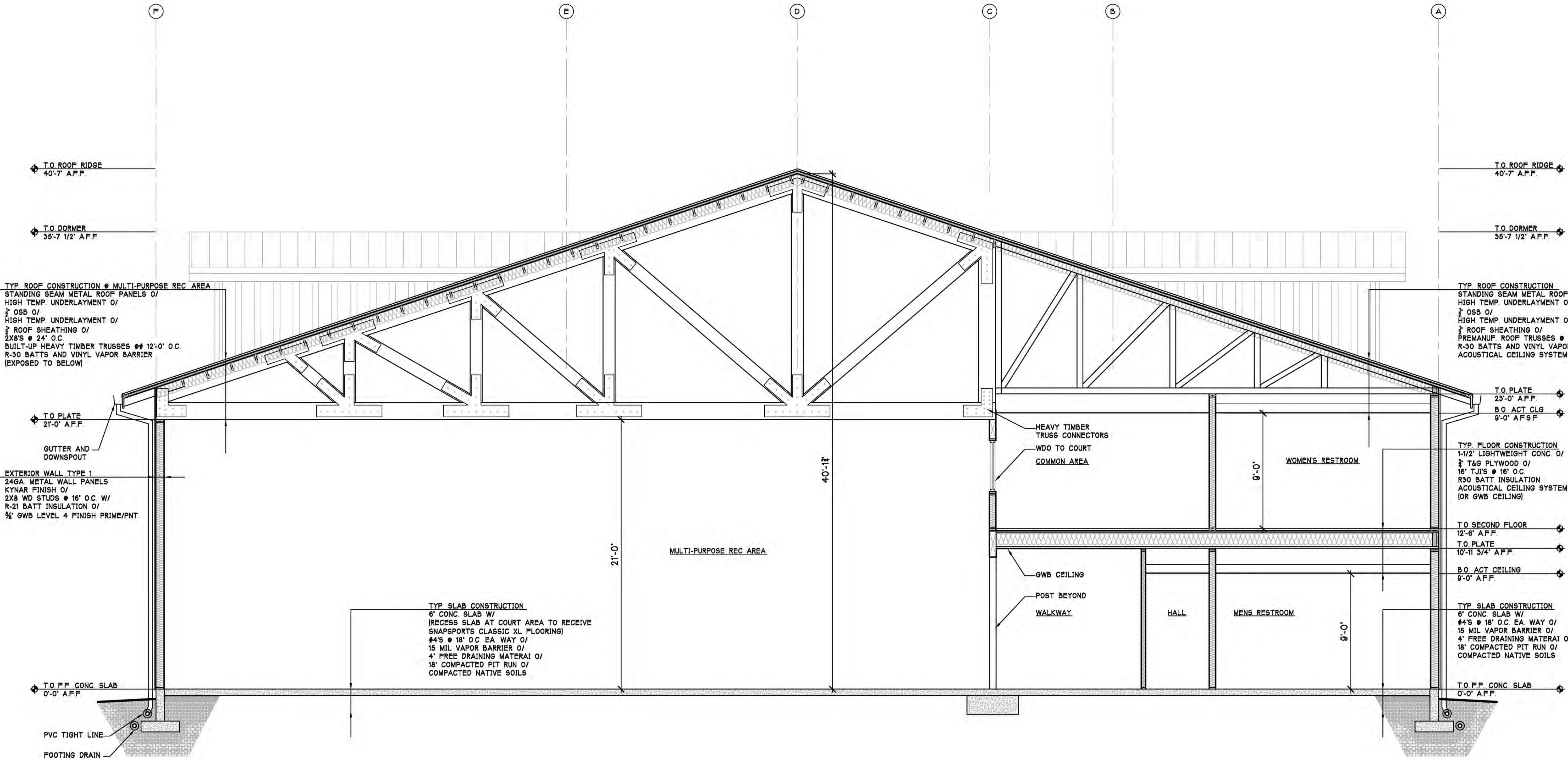
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A BUILDING SECTION

SCALE: 1/4"=1'-0"





## **Sudden Valley Community Association**

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

[www.suddenvalley.com](http://www.suddenvalley.com)

# **APPROVAL REQUEST MEMO**

**To: Executive Team, Sudden Valley Community Association Board of Directors**

**From:** Michael Bennett, General Manager  
Kyle Kaltenfeldt, Recreation Manager

**Date:** June 24, 2025

**Subject:** Approval Request – Naloxone (Narcan) Purchase & Emergency Response Policy

---

### **Purpose**

To request Board approval to purchase and deploy Naloxone (Narcan) kits at all SVCA staffed public amenities (Community Center/Pool, Golf Pro Shop, Turfcare Maintenance Facility, Welcome Center, Area Z Garden Shed, and Marina Office) and to adopt the SVCA Naloxone Emergency Response Policy and staff training program.

### **Background**

On June 10, 2025, SVCA staff encountered an individual exhibiting signs of opioid impairment inside the Community Center. Although no overdose occurred, the incident highlighted the potential risk of opioid-related emergencies in our facilities. Washington State law (RCW 69.41.095 & RCW 70.54.440) permits laypersons and organizations to possess and administer Naloxone without liability. Several peer HOAs and municipal recreation centers in Washington already maintain Naloxone kits alongside AEDs as a best-practice life-saving measure.

### **Analysis**

Deploying Naloxone kits mitigates fatality risk, supports our duty of care, and demonstrates proactive risk management. Costs are minimal: a two-dose nasal spray kit is \$34.99 at Walgreens. Providing two kits per location (for redundancy) across six locations totals 12 kits at an estimated \$420, including tax. Staff training is available free of charge through the Whatcom County Health Department. Legal protections under Washington's Good Samaritan law shield SVCA and responders from civil liability when acting in good faith.

### **Requests**

Request that the Board of Directors authorize the General Manager to (1) purchase up to 12 Naloxone (Narcan) two-dose kits for an amount not to exceed \$500 from the Operations budget, (2) implement the Naloxone Emergency Response Policy and staff training guide, and (3) designate the Various Departmental Managers to oversee ongoing kit maintenance and annual training compliance.



## **Sudden Valley Community Association**

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### **Motion**

Move that the Board of Directors authorize the General Manager to direct the purchase of Naloxone (Narcan) kits for SVCA facilities, implement the Naloxone Emergency Response Policy and associated staff training, and expend up to \$500 from the FY-2025 Operations budget.

### **Approval**

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_ SVCA Board of Directors

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Keith McLean, SVCA Board President



# Sudden Valley Barnview Community Garden Club

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## LICENSE FOR BARNVIEW COMMUNITY GARDEN

**THIS LICENSE FOR COMMUNITY GARDEN** (the "License") is made and entered into on the date of the last signature below by the **Sudden Valley Community Association**, a Washington nonprofit corporation (the "Association") and the **Sudden Valley Barnview Community Garden Club**, an unincorporated member-run group (the "Club"). The Association and the Club shall be collectively referred to as the Parties.

**WHEREAS**, the Association owns certain real property within the Sudden Valley Community as common area for the benefit of its members;

**WHEREAS** the Club desires to utilize, and the Association desires to allow the Club to use, an additional plot of the Association's real property described and/or depicted on Exhibit B hereto as an additional community garden ('Garden Plot 2'); and

**WHEREAS**, Garden Plot 2 shall be collectively called the "**Garden Plots.**"

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Parties agree to the following terms and conditions:

1. **Grant of License.** The Association grants the Club a non-exclusive, revocable license to utilize the Garden Plots as community gardens. The Club shall not use the Garden Plots for any other purpose without the express prior written permission of the Association, which gives the Association sole and exclusive authority to deny, condition, or delay. The Club shall not utilize any of the Association's real property outside the Garden Plots for community garden purposes.

1.1 **No Interest in Real Property.** This License shall not be deemed to transfer any interest in the underlying Association's real property to the Club or its members. Instead, it grants the Club and its members permission to use the Association's property under the terms and conditions and for the purposes set forth herein.

2. **Compliance with Club Rules.** At all times, the Club and its members shall utilize the Garden Plots in compliance with the Sudden Valley Community Garden Rules dated January 1, 2025, which are attached hereto as Exhibit C (the "Club Rules"). ***The Club shall not modify, alter, or otherwise change the Club Rules without the Association's express prior written approval.***

2.1 **Indemnification.** Without limiting the generality of Paragraph 2 above, the Club shall ensure that it receives and transmits hold harmless agreements to the Association from all Club members utilizing the Garden Plots no later than January 1st of each year and within three (3) days of a new member joining the Club after February 1st of each year.

2.2 Water usage at Plot 2 Recreation Corridor is restricted to 06:30 and 19:00 hours.

2.3 Raised bed gardening at Plot 2 Recreation Corridor is optional.

2.4 Access into Plot 2 Recreation Corridor is restricted to the parking lot on the south side; members may not access the Plot through the Golf Course.



## Sudden Valley Barnview Community Garden Club

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3. **Duration.** This License shall remain in full force and effect for five (5) years from the date of the last signature below. Notwithstanding the foregoing, either Party may terminate this Agreement upon thirty (30) days advance written notice to the other Party for any reason or no reason. Upon termination of this License, the Club shall remove all improvements installed on the Garden Plots, including the raised beds, storage sheds, added soil, hoses, netting, and other gardening equipment or tools. If the Club fails to complete such removal within thirty (30) days following termination, the Association may remove the improvements and restore the area at the Club's expense.

The Association shall be entitled to recover all reasonable costs incurred in such removal and restoration, including labor, disposal, and administrative expenses. The Club agrees that such costs shall be assessed as a special charge to its members. If any Club member fails to pay their share of such costs within the timeframe specified by the Association's governing documents, the Association may enforce collection through the remedies available under the Association's governing documents and applicable Washington State law, including but not limited to the recording of a lien against the delinquent member's real property and foreclosure thereof in accordance with RCW 64.38 and the Association's governing documents.

4. **Not a Public Dedication.** Nothing herein contained shall be deemed a gift or dedication of any portion of real property described herein to the general public or for any public use or purpose whatsoever, except as may be expressly provided herein.

5. **Severability.** In case any one or more of the provisions contained in this License shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this License shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. **Litigation.** If, because of any default or breach on the part of either Party in the performance of any of the provisions of this License, a legal action is instituted, the substantially prevailing Party shall be entitled to an award of its attorneys' fees and costs incurred in connection therewith. It is agreed that the jurisdiction and venue of any legal actions brought under the terms of this Agreement shall be exclusively in the Superior Court for Whatcom County, Washington. Washington law shall apply to this Agreement.

7. **Amendments.** This License may not be modified, amended, or terminated except by the written agreement of all Parties or their successors and assigns.

8. **Entire Agreement.** The entire agreement between the Parties concerning the subject matter herein is contained in this License; this supersedes all of their previous understandings and agreements, written and oral, concerning the subject matter.



## Sudden Valley Barnview Community Garden Club

---

**IN WITNESS WHEREOF**, the Parties have set their hands and signed this License on the day and year written below.

**SUDDEN VALLEY COMMUNITY GARDEN CLUB**

**SUDDEN VALLEY COMMUNITY ASSOCIATION**

---

Maria Elena Munroe  
Club Manager

---

Keith McLean  
President

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## Sudden Valley Barnview Community Garden Club

### EXHIBIT B | GARDEN PLOT 2







# Sudden Valley Barnview Community Garden Club

## Exhibit C | Club Rules

**Prohibited:** The following are grounds for immediate Club membership termination.

- **Glyphosate-Based Herbicides** (e.g., Round-up): Broad-spectrum herbicides leach into the soil, harm beneficial organisms, and have links to environmental and health risks.
- **2,4-D-Based Herbicides** (e.g., Crossbow or Weed B Gon): Selective herbicides that can harm desirable plants through drift, are toxic to aquatic life, and may pose health risks with prolonged exposure.
- **Dicamba-based herbicides (e.g., Banvel or XtendiMax):** These herbicides are known for their volatility and drift potential. They can damage nearby vegetation and have a significant environmental impact.
- **Triclopyr-Based Herbicides** (e.g., Garlon or Ortho Brush-B-Gon): Persistent in soil and harmful to surrounding woody plants and ecosystems, with risks to non-target species.
- **Synthetic Fertilizers** (e.g., Miracle-Gro) Can disrupt soil microbial balance, contribute to nutrient runoff, and harm long-term soil health.
- **Sewage Sludge** (e.g., Milorganite): May contain heavy metals, pathogens, or other contaminants unsafe for use in food gardens.
- **DAP and MAP** (Ammonium Phosphates) are highly water-soluble and can harm local waterways and aquatic ecosystems by causing nutrient runoff and over-fertilization.
- **Chilean Nitrate:** Depletes natural deposits and contributes to soil salinization, which can harm plants and soil structure over time.
- **Superphosphate** (Acidulated Phosphates): Adds phosphorus to soil, potentially causing nutrient imbalances and waterway pollution through runoff.
- **Chilean Nitrate of Potash** (15-0-14): Causes soil salinity issues and depletes mineral resources.
- **Muriate of Potash:** Contains high levels of chloride, which can harm soil microorganisms and reduce soil fertility.
- **KCI** (0-0-60): Excessive use leads to salt buildup in soil, negatively affecting plant growth and beneficial organisms.
- **Charcoal Ashes** (from BBQs, fire pits, wood stoves, cigarette ashes, etc.): These may contain harmful residues, heavy metals, or salts that can disrupt soil health and plant growth.
- **Unattended children or unleashed pets.**
- Gardening **outside of raised beds and containers or plot boundaries.**
- **Unfriendly and confrontational behavior.** Be kind, friendly, and neighborly, treating all with respect
- **No Drama.** Gossip, passive-aggression, and public call-outs won't be tolerated.
- **Only combination-style locks** are permitted, and garden administration must be given the code.
- **Dawn Dish Soap:** Can alter soil chemistry, harm beneficial insects, and is not biodegradable in the concentrations typically used as a herbicide or pesticide.
- **Salt:** Causes soil salinization, killing beneficial microorganisms and making soil inhospitable for future plant growth.
- **Fire:** Propane weed burners or debris fires.
- Plants or structures **above 8' are prohibited**, and plants and structures **above 6' require permission** from neighbors and cannot shade neighboring plots
- Plants that **shade** out neighboring plots.
- **Spreading plants** that are difficult to contain, like morning glories, horseradish, or mint.
- **Woody plants** such as trees, shrubs, and vines, including grapes, wisteria, hops, and invasive tubers. Bush and cane fruits (e.g., blueberries, and raspberries) are permitted; however, they must be trimmed and maintained.
- **Invasive Plant Species:**  
<https://www.wnps.org/invasive-species>
- **Noxious Plant Weeds:**  
<https://www.whatcomcounty.us/921/What-Are-Noxious-Weeds> ,  
<https://www.nwcb.wa.gov/printable-noxious-weed-list>,
- **Pest control** that includes poison, electric shock, snap traps, or noise emitting that humans can hear.



## Sudden Valley Barnview Community Garden Club

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- **Motorized equipment**, except for weed whackers and chainsaws, when coordinated with the garden manager. Any other equipment use requires authorization through the Club administration and possibly SVCA.
- **Radios or Speakers**
- **Brick, stone, concrete, asphalt**, and other heavy materials building.
- **Bird and deer netting** captures animals in the natural ecosystem around the garden. Fine screen, mesh, and hardware cloth are permitted.
- **Tires, railroad ties**, and other materials containing creosote. Treated lumber is permitted.
- **Reclaimed** construction and housing materials, such as bathtubs, sinks, carpets, and pallets.
- Anything so **large** it requires machinery to hoist or move or which cannot be disposed of in a residential trash can.
- **Commercial production** of produce for resale. This restriction aims to prohibit large-scale commercial resale, which is generally impossible in a single assigned plot. Gardeners are allowed to sell items from their gardens at craft fairs, boutiques, and through independent, small resale opportunities

### Community Garden Code of Conduct

- **Share and Be Kind.** Treat everyone with respect and patience. We are all guests in a shared community space.
- **Assume Good Intent.** We're all here to grow plants and community.
- **Respect Different Perspectives.** Every member and gardening method has something valuable to offer.
- **Offer Advice Thoughtfully.** Share guidance only when asked, and do so with encouragement.
- **Handle Conflicts Directly.** Talk to the person first. If needed, bring it to Club Admin.
- **Respect boundaries.** Stay within your plot and respect someone's "no" when they don't want to engage further. Everyone has the right to quiet, peaceful enjoyment in the garden.
- **Accountability.** Everyone is responsible for their own and their plants' behaviors.
- **Defer to nature first.** We garden in concert with nature and do not disturb or interfere with the ecosystem





# Sudden Valley Barnview Community Garden Club

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## How to join the Club

All Sudden Valley residents **in good standing with the SVA** are eligible to join the Club and may have **one plot per address**. To join the waitlist, email your **name, address, phone number, and preferred garden location (Area Z, Barn View, or first available)** to [suddenvalleybarnviewcommunitygarden@gmail.com](mailto:suddenvalleybarnviewcommunitygarden@gmail.com). On average, two to three plots become available per year, and the **wait time is typically three or more years**. As a courtesy, the Club will send an **annual waitlist update by March**, informing you of your position. When a plot becomes available, **current members may have the first opportunity to swap plots** before it is offered to waitlisted applicants.

## Tours of the Community Garden

Access to the community garden is **limited to Club members and volunteers**. If you would like a tour, please email us to request a **calendar of public events** or **schedule a guided tour** with a Club volunteer.

## Membership Fees

- **Club Join Fee:** \$50 (One-time fee paid when joining the Club.)
- **Annual Club Registration:** \$30 (Paid annually during registration renewals. Due October February 1st.)
  - Members must state their intent to keep or give up their plot by written notification to the garden managers no later than January 31st.

## Payment Options

### Cash or Check:

- Members can **submit deposits** directly at any **WECU**:  
(*cash or checks are never given directly to the Club admins for dues to ensure accounting and transparency.*)
  - **Account:** 401333802
  - **Business Name:** SV Barn View Garden
  - **Memo Field:** Plot Number.

### Venmo:

- **Barn View Account:** [@suddenvalley\\_barnviewgarden](https://www.venmo.com/suddenvalley_barnviewgarden)
- Add \$2 to cover the Venmo transaction fee.
  - Example: \$50 join fee + \$30 annual fee + \$2 Venmo fee = \$82.

## No Refunds: Membership fees are non-refundable.

**Account reconciliation:** In the event there is a clerical error or overpayment of dues, the treasurer will mail a check to the Club members residential address on file from registration, or return via the original payment method (i.e. Venmo). Cash is never given for account reconciliation.

## Club Membership

### Includes:



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- Year-round access to the community garden and use of **one plot** (8' x 15', 10' x 16', 10' x 20', 11' x 11', or oversize at Barn View).
- Invitation to all **Club events**.
- **One vote** per residential address on Club policy decisions.
- Shared access to **community tools** (donated to the Club), **water service** (April–October, weather permitting), and **wood chips** provided by SVA when available.
  - Tools are to be used only in the garden area and must be returned to the shed before leaving the garden.

## Does Not Include:

- Individual **plot infrastructure** (e.g., plants, seeds, raised beds, soil, compost, fencing, pest barriers, etc).
- **Trash or garden waste removal**. Gardeners must pack out all waste and debris.
  - Community buy-ins for soil and compost may be arranged annually. Based on a Club vote at the General Meeting, dumpsters for trash and garden waste may be provided in some years.
- Community gardens are for private use only and cannot be used for commercial production.

## Membership Cancellation:

- Members may **cancel at any time** by emailing Club administration with a move-out date. Relinquishing a plot in good condition allows the member to rejoin later.  
**Membership fees are non-refundable.**
- **Non-compliance notices** will be issued via email to members who violate the License and Rules. Resolution is required within 15-days. A cumulative third non-compliance notice will result in membership cancellation and the member will not be eligible to rejoin in the future.
- Members must **pay dues annually by February 1st**. Plots will be considered abandoned and reassigned to the next person on the waitlist if these are not received by the deadline.

## Non-Transferable Plots:

- Plots are assigned by Club administration and **cannot be transferred, sublet, or reassigned** by members. Members moving out of Sudden Valley must notify Club administration for plot reassignment.

In the event of an administrative volunteer leaving the garden: If a member of the waitlist is willing to take over administrative duties, and no other current member is willing to take on the role, they may be assigned the vacated plot.

## Liability Waiver:

Each adult (**18 or older**) at the registered address must complete a **liability waiver** upon assignment of the plot and welcome into the club, due 15 days from email notice to complete. Plots will be considered abandoned and reassigned to the waitlist if not received by the deadline.

## Membership Duties



## Sudden Valley Barnview Community Garden Club

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**This is a community garden. It is expected that respectful neighborly behavior, reflecting the spirit of community, will be displayed when interacting with garden neighbors. Un-neighborly behavior will lead to dismissal from the garden community, and the reassignment of the garden plot to the next person on the waitlist.**

- Some planting must be done in all plots by June 1.
- All plots should be winterized by October 31. Winter gardening is permitted.
- If any plot appears to be in non-compliance to any rules or requests, the manager will issue the plot member a total of two (2) written (email) warnings. If the plot is out of compliance 15 days after the first written warning the manager will issue a final warning. If the plot is still out of compliance after the second 15-day warning period the plot will be reassigned per garden rules. Exceptions may be allowed by the manager on a case-by-case basis.

### Communication:

- **Member privacy will be respected.** The Club will not distribute contact information or directories. Members may exchange contact information directly. Community notes can be posted on the garden communication board.
- **All communications will be conducted via email** between members and Club administration for transparency and record-keeping.
- **No phone contact is available** for Club administration.
- **In case of an emergency contact SVA Security** then email the Club.
- Members may not use **unauthorized online platforms** for Club communication, including social media, podcasts, and non-Club-affiliated websites.

### Conflict Resolution:

The garden community is a **peaceful, respectful, and cooperative space**, but disagreements may occasionally arise. The following process ensures a path to **fair and respectful resolution** to maintain community harmony.

- **No Public Disputes.** Conflicts will not be addressed at General Meetings, Club events, or work parties.
- **Mediation Meetings.** Club admin will hold a private mediation meeting with the involved members to discuss the issue(s) and seek resolution. Club members are required to participate in dispute resolution when the requested mediation involves them directly.
- **Neutral Mediators.** The Club admin will seek out two neutral Club members to aid in mediation, looking first to the Club Managers and other Club admin volunteers, then from general membership.
- **External Mediation.** If after Club mediation a member is not satisfied with the outcome, they may seek external mediation through the Whatcom County Dispute Resolution Center at their own expense, which is offered by a sliding scale fee.
- **No Resolution Reached.** If no agreement is reached, membership may be canceled for all parties involved to preserve community harmony.



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- **Member Accountability.** Members who receive three or more dispute resolution meetings from different members on separate issues will be considered non-compliant with the Code of Conduct and have their membership revoked.
- **Admin Accountability.** Because administrators enforce the License and Rules, they cannot be penalized for upholding Club policies. However, admins who receive three or more mediation requests from different members regarding non-policy enforcement issues will be transitioned out of their role and return to general membership.

### Volunteering:

- Members must complete at least **four volunteer hours** per year. Tasks may include maintaining community areas, assisting with work parties, administrative duties, event planning, or special projects.
- Volunteer work may be done **independently or during scheduled work parties**. Tasks are listed in the monthly newsletter, on the communication board, or by request via email.
- Record volunteer hours by submitting them via email. This helps the Club track maintenance needs, plan work parties, and budget for garden upkeep.

### Non-Member Garden Access:

- Non-members may use the area **outside the perimeter fence** at any time for walking leashed dogs, recreation, and general enjoyment.
- Members may bring visitors to enjoy the garden, but visitors must be supervised at all times and cannot participate in garden maintenance without signing a **liability waiver**.
- To ensure liability waivers are on file with the SVA, garden helpers must submit them at least **two weeks** before assisting in the garden.
- Members should report trespassers to **security first**, then notify Club administration.
- Non-member volunteers may participate in garden maintenance unsupervised, and have access to the garden, after completing a liability waiver.