



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA

98229 www.suddenvalley.com

Board of Directors Regular Meeting

August 14, 2025, 7:00 PM, 8 Barn View Ct. MULTIPURPOSE ROOM A

- 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 – July 24, 2025 - Page - 3

5) Reports

a) GM Report – July – Distributed – Page 6

b) Committee/Task Force Updates

i) Architectural Control

ii) Document Review

iii) Finance Committee

(1) 2026 Budget Update

iv) Long-Range Planning

v) N&E Committee

(1) AGM Update

vi) Safety Committee

vii) STR Task Force

6) Continuing Business

a) Approval Request – Ratify driveway improvement easement for SVCA Parcel 29423 – Page 9

7) New Business

a) Capital Request/Contract Award: Barn 8 Furnace Replacement – Page 24

b) Approval Request: Delinquent Accounts Policy (2003.06) Revision – Page 47

c) Approval Request: AV-Online Media Policy (2017.6) Revision – Page 57

d) Approval Request: Procurement and Purchasing Policy – Page 54

e) Approval Request: 2016 Rescinded Policies – Page 60

- 8) Executive Session – (Board of Directors Only)
 - a) Personnel
 - i) Employment Agreement Renewal
 - ii) Management Personnel Discussion
 - b) 3rd Party Contracts – Lease Negotiation Discussions (Two)
- 9) Return to Open Session
 - a) Disclosure of action(s) taken in Executive Session

Adjournment



REGULAR SESSION OF THE BOARD OF DIRECTORS

Thursday, July 24, 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	4. Laurie Robinson	7. AJ Tischleder	10. Robb Gibbs-Excused
2. Taimi Van de Polder	5. Tom Henning	8. Rick Asai	11. Daniel Rodriguez-Excused
3. Linda Bradley	6. Ray Meador	9 Stu Mitchell-Zoom	

ATTENDING:

Staff Members: Michael Bennet General Manager, Spencer Huston, IT

Call to Order

President McLean called the meeting to order at 7:01 PM.

Land Acknowledgement and Anti-Racism Statement.

1. President called for motion to adopt the agenda.

Motion:

Motion: Move to adopt the agenda.

Motion By: Director Bradley		Seconded By: Director Van de Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained	

2. Announcements.

Sudden Valley Fair this Saturday 10:30AM-3:00PM

3. Property owner comments.

A member made comments acknowledging the good presentation the LRPC did on the Town Hall on Barn 6. Discussed suggestions made regarding revenue and how to use that revenue to offset capital funding.

4. Consent Agenda-Approval of Minutes

Motion: Move that the Board approve the draft board meeting minutes from 7.10.2025, with minor corrections.

Motion By: Director Bradley		Seconded By: Director McLean	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous X	Against:	Abstained	

5. Reports

5a. GM April Report (Distributed Pages 5-7)

5b. Committee Updates

i) Architectural Control-none

ii) Document Review-We reviewed three different documents that are policies that are sorely in need of revising. Waiting for a response from the GM reviewing them.

iii) Finance Committee-No report. Joint meeting August 6-7 with Board and Finance.

iv) Long-Range Planning-Presentation by Brian West, who wants to put a coffee and ice cream place in the old administrator's office, the clubhouse, and since then he has met with Keith and Michael, and they are in process of negotiating. Hopefully, they can negotiate something, and then they bring back a lease to the board to approve.

v) N&E Committee-none

vi) Safety Committee- Someone approached the committee and pointed out we had no life rings on the wet slip docks. A couple have been ordered to place on each dock.

vii) STR Taskforce- Meeting regularly and will have a presentation ready for the Board in August.

6. Continuing Business

(a) Approval Request – Revised Quiet Pool Policy 2025.01

Motion: To approve the policy update 2025.0 1 with revised changes.

Motion By: Director McLean		Seconded By: Director Van de Polder	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

Note: Check policy for correct sub-number

(b) Approval Request -2025 Employee Handbook Final Revision

Motion: Move that the Board of Directors authorize the GM to finalize and implement the 2025 Employee Handbook as presented, including the incorporated revisions from Board Secretary Linda Bradley, and Hr. Consultants. One Digital.

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 8	Against:	Abstained: 1	

7. New Business

7a. Board Resolution to form the SVCA Safety Committee

Motion: Move to approve the attached resolution to establish the SVCA Safety Committee, on July 24, 2025.

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

NOTE: The signed resolution to be attached to the meeting minutes.

7b. Approval Request-SVCA Vehicle Registration Sticker Program

Motion: Move that the board of directors authorize the General Manager to implement the Parks Parking Use Assessment Plan and the vehicle registration procedures, including the windshield sticker program, leaflet system for non-

residents and associated communication efforts effective immediately upon approval

Motion By: Director Bradley		Seconded By: Director McLean	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: 8	Against: 1	Abstained:	

8. Executive Session

Motion: Move to Closed Session at 8:31PM: Employment Agreement Renewal

Motion By: Director McLean		Seconded By: Director Bradley	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

Motion: Move to Open Session at 9:56PM:

Motion By: Director McLean		Seconded By: N/A	
Approved: X	Not Approved:	Tabled:	Died:
In Favor: Unanimous	Against:	Abstained:	

Action: there was no action taken during closed session .

Adjournment: 9:56PM

Approved by: _____
Linda Bradley, Board of Directors Secretary

GENERAL MANAGER'S REPORT

July 2025

*Michael Bennett, General Manager
Sudden Valley Community Association*

Summer in Full Swing

July has ushered in a true Pacific Northwest summer—warm, dry days ideal for outdoor recreation, community events, and maintenance projects. As of mid-July, Sudden Valley has received 23.86 inches of precipitation year-to-date, which is significantly less than the 31.58 inches recorded at this time last year. This dry trend has accelerated seasonal growth, allowed key infrastructure and recreation work to move forward, and heightened regional fire risk.

Friendly Burn Ban Reminder

As a reminder, a Stage One Burn Ban was implemented by the South Whatcom Fire Authority on June 15, triggering Sudden Valley's automatic burn ban per our Rules & Regulations. This means:

- No open flames or recreational fires are permitted in Sudden Valley, regardless of Whatcom County's broader allowances.
- Only enclosed cooking fires using gas or charcoal are allowed during the ban period.
- A \$250 fine applies to any violation of the ban, and \$500 for repeat offenses.

We appreciate everyone's cooperation in keeping our community safe during fire season.

Community Events and Recreation

- Save the Date! Valley Fair – Saturday, July 26, 10:30 AM – 3:00 PM
Planning is complete and excitement is building for this beloved annual event at the Community Center. Vendor spaces are laid out, logistics are finalized, and our Maintenance and Recreation teams are prepped to deliver a fun and festive day for residents and guests of all ages.
- Sudden Valley 5K is in the works for early fall, led by Recreation staff with enthusiastic support from the community.
- SVCA Staff & Family Pool Party is being planned for August to celebrate a successful summer season.
- Sports Programming is growing, with the launch of the *Play the Valley* Sports Camp and a new Pickleball League.

- Pool Operations remain strong. Lifeguard training is ongoing, updated pool rules and signage are being implemented, and the team is keeping pace with a steady flow of members and guests, despite running short on popcorn in the lobby!

Golf and Turfcare

- Highlights include the 42nd Annual Junior Golf Camp, a successful Ladies Invitational, and preparations for the BIAWC Tournament (July 25) and PGA Junior League finale (July 22).
- Welcome to Danielle Bailey, our new First Assistant in Golf Operations!
- Turfcare completed sand trap replenishment, removed lily pads from #2 pond, and tackled mole activity on #13 green. They also launched excavation of the new Native Plant Demonstration Garden at the Welcome Center.
- Irrigation system upgrades and permanent yardage signage installations are underway to improve course playability and water efficiency.

Maintenance and Facilities

- With Firewise work completed, Maintenance has caught up on several deferred projects:
 - Repairs at the Rec Center, Marina, Clubhouse, and Adult Center
 - New signage across parks and trails
 - Boat launch and access gate repairs
 - Mailbox replacement at Gate 3
 - Vegetation trimming, debris removal, and tunnel clearing
- Major tasks ahead include:
 - Installing crosswalks and signage on Marigold Drive
 - Tunnel lighting improvements near the Welcome Center
 - Repairs to ADA lifts and continued road mowing in Gates 3, 9, and 13

Community Leadership and Budget Planning

- Candidate Forums for the 2025 Board and Key Committee Elections will be held on:
 - Tuesday, September 24 from 6:30 PM – 8:30 PM
 - Friday, October 11 from 6:30 PM – 8:30 PM

Both events will be held at the Sudden Valley Dance Barn.

- A Candidate Meet and Greet is scheduled for Saturday, October 26, also at the Dance Barn. These events offer excellent opportunities for members to engage with potential leaders and ask questions in a relaxed setting.
- The 2026 Budget Process is now underway, and we encourage members to participate. Two Special Board and Finance Committee Draft Budget Review Meetings will be held:
 - Tuesday, August 6, 2025 – 6:30 PM to 8:30 PM
 - Wednesday, August 7, 2025 – 6:30 PM to 8:30 PMAttendance is encouraged in person or via Zoom, as your input helps shape the financial future of our community.

Closing Remarks

As we reach the peak of the season, Sudden Valley is thriving with activity, from community celebrations to infrastructure improvements. I encourage all residents to attend the Valley Fair on July 26, support fire safety by observing the burn ban, and get involved in the upcoming elections and budget planning process.

See you at the Fair!



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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)

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.



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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

TITLE OF DOCUMENT: REVOCABLE EASEMENT FOR INGRESS AND EGRESS

GRANTOR(S): SUDDEN VALLEY COMMUNITY ASSOCIATION,
a Washington non-profit homeowners association

GRANTEE(S): CONOR & ANDREA RYAN
SHANNON & APRIL CLARK
LOSTON & ROSIE CARTER
GORDON & SHAMEEM SHERWIN
ROBERT DEURBROUCK

LEGAL DESCRIPTION: LOTS 10, 18, 19, 20, & LOTS 21/22, SUDDEN VALLEY, DIV. NO.
6

TAX PARCEL ID#: 3704060994070000 / P29423
3704061244000000 / P29539 (LOT 10)
3704060784130000 / P29337 (LOT 18)
3704060904050000 / P29382 (LOT 19)
3704060944000000 / P29404 (LOT 20)
3704061063940000 / P29451 (LOTS 21/22)

**REFERENCE NOS.
OF DOCS SIGNED/REL.:** 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]

EASEMENT FOR INGRESS AND EGRESS – 6

GRANTEE:

CONOR RYAN

GRANTEE:

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 _____

GRANTEE:

SHANNON CLARK

GRANTEE:

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:

LOSTON CARTER

GRANTEE:

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:

GORDON SHERWIN

GRANTEE:

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 _____

EASEMENT FOR INGRESS AND EGRESS – 10

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.

EASEMENT FOR INGRESS AND EGRESS – 12

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.

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.

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.

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.

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

CAPITAL REQUEST MEMO

To: Sudden Valley Community Association Board of Directors
From: Michael Bennett, General Manager
Date: 0808.14.2025
Subject: Capital Request & Contract Award – Barn 8 Furnace Replacement (Capital Code 9722.09)

Purpose

To request approval to award a contract for the replacement of the failed upstairs furnace in Barn 8 and to authorize the use of already-approved 2023 capital project funds under CRRRF Capital Code 9722.09.

Background

In April 2025, the gas furnace serving the entryway and central upstairs area of Barn 8 failed due to a cracked heat exchanger and was taken out of service. This furnace was identified for replacement in the 2023 Board-approved Barn 8 Refurbishment Project (Capital Code 9722.09), based on inspection and recommendation by Berona Engineers. It was included in the reserve-funded project scope for 2024.

The failed furnace is one of several HVAC units scheduled for replacement as part of the broader Barn 8 renovation plan approved by the Board on September 28, 2023, which allocated \$768,990.90 to Capital Code 9722.09, including a line item of \$80,000 for complete HVAC replacement work.

As Barn 8 remains in regular use year-round and colder months are approaching, it is necessary to replace this specific furnace in advance of the full construction package to ensure heat is available for Rec Center users.

Analysis

The furnace replacement aligns with the original project scope and funding plan. Quotes were solicited from three qualified contractors, each proposing to install a 95% or higher efficient gas furnace suitable for the system design outlined by Berona Engineers.

The proposals were:

Vendor	Furnace Brand	Total Price (incl. tax)
Marr's Heating	American Standard 95%	\$6,661.50
Lynden Sheet Metal	American Standard 95%	\$8,091.46
Barron Heating	Lennox 96%	\$8,766.32



Sudden Valley Community Association
360-734-6430
4 Clubhouse Circle Bellingham, WA 98229
www.suddenvalley.com

Sources of Funding

This expense qualifies under the previously approved 2023 CRRRF funding for Project 9722.09, which includes HVAC replacement costs. As of this memo, \$656,317 remains in the project fund balance, more than sufficient to cover the proposed expense of \$6,661.50.

Requests

Approve contract award to Marr's Heating for the furnace replacement for \$6,661.50, and authorize use of funds from Capital Code 9722.09 (CRRRF).

Motions

Move that the SVCA Board of Directors authorize the General Manager to execute SVCA's standard construction contract with Marr's Heating for the replacement of the failed furnace in Barn 8, for \$6,661.50, to be paid from previously approved capital funds under Project 9722.09.

Approval

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____

Keith McLean, SVCA Board President

**BILL TO**

Mike Brock
 8 Barn View Drive
 Bellingham, WA 98229 USA

ESTIMATE
 88447619

ESTIMATE DATE
 Apr 02, 2025

JOB ADDRESS

Mike Brock
 8 Barn View Drive
 Bellingham, WA 98229 USA

Job: 88352114

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
1	Gas Furnace Installation Standard Practice (How the work gets done matters! Ask us to see the Marr's Standards Manual)	1.00	\$0.00	\$0.00

- Flooring or furniture shall be covered using drop cloths as needed
- Marr's technicians shall wear boot covers inside your home
- Sheet metal fittings shall be precision designed in CAD and custom fabricated
- Ductwork and duct fittings shall be airtight per code
- Furnace shall be set with proper slope
- Furnace venting shall be run per Marr's standard and code
- Static pressure measurement and delivery CFM shall be set
- Start-up and commissioning checklist shall be performed on every Marr's Installation
- Final walkthrough with you will go over all operating questions

Have more system questions? Your sales professional is happy to return to your home after the installation to review everything with you! |||

2	FREE! Marr's Advantage Plan Membership	1.00	\$0.00	\$0.00
	<ul style="list-style-type: none"> • Preventative maintenance performed at optimal time of year • 15% parts and labor discounts • Priority service • No overtime charges! • Discounted Diagnostic Analysis • Full Equipment reporting and testing 			

3	Basic Mechanical Permit City/county 1 pc. Equipment	1.00	\$119.00	\$119.00
	<ul style="list-style-type: none"> • Scheduling inspection is the responsibility of the homeowner • Inspection arrival times vary based on county or municipality • Schedule for most inspections will require homeowner to grant access to inspector 			
4	American Standard Gas Furnace Silver Series 95% Efficient 1-stage x-13 Motor Model Group: S9X1 5 Ton System Warranty: 1 yr. labor, 10 yr. parts, Lifetime heat exchanger (see Warranty terms)	1.00	\$6,739.00	\$6,739.00
5	Cascade Natural Gas High Efficiency Rebate	1.00	-\$800.00	-\$800.00
	The rebates listed on this invoice are offered to you at the Point of Sale (POS). The CNGC Account Holder is assigning the rebate funds to the CONTRACTOR by making the CONTRACTOR the PAYEE. If for some reason the PAYEE INFORMATION does not contain the CONTRACTOR NAME, the POS rebates will be removed, resulting in an increased balance owing to CONTRACTOR. CNGC rebate projects are subject to inspection; an inspection of this project may be required			

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$6,058.00
TAX	\$603.50
TOTAL	\$6,661.50
EST. FINANCING	\$139.00

Thank you for choosing Marr's Heating & Air Conditioning

CUSTOMER AUTHORIZATION

Warranty: All materials, parts and equipment are warrantied by the manufacturers' or the suppliers' written certification only. Warranties listed above are guidelines, but the Manufacturer warranty certification is the only true way to know what warranty equipment and/or materials will carry. Equipment used in a commercial application for example will typically only have a 1 yr. warranty once the equipment is registered. All labor performed by Marr's Heating & Air Conditioning inc (Marr's) is warrantied for a term of 1 year from the installation date. Marr's makes no other warranties, express or implied, and it's agents or technicians are not authorized to make such warranties on behalf of the Company. No warranty is expressed or implied on problems or comfort issues caused by existing equipment or materials, i.e. wires, pipes, ductwork, etc. The Marr's material and labor warranty does not cover damage to equipment caused by water, electrical power surges, abuse, neglect, misuse or acts of God.

Registration: New equipment must be registered by purchaser to obtain full manufacturer warranty. Marr's will try to assist you in registration, but registration and verification of registration is the responsibility of the purchaser

Payments Options, Terms, & Financing: Cash, Check, or Credit Card: Marr's Heating and Air Conditioning inc requires a 50% down payment, with final 50% payment due upon the day of installation. All accounts with an outstanding balance will be charged 2.0% monthly interest. All accounts with an outstanding balance after 30 days may be turned over to an outside collections agency and/or subject to other legal actions. Purchaser will be responsible for any and all legal or collection fees associated with an outstanding balance.

Exclusions: Carpentry, Cutting, patching, sheet-rock or painting is excluded from any and all work performed by Marr's Heating and Air Conditioning inc unless explicitly stated in the contract of services. Clearing the work area is the

responsibility of the purchaser and shall be done before the installation. Unless explicitly included in the contract of services, any electrical circuit changes or modifications are not included.

Comfort: Marr's Heating and Air Conditioning inc does not express or imply that multi-story homes will be able to maintain a consistent temperature between floors without a Marr's prescribed addition of zoning in some capacity. Ductless heating and cooling systems are zonal by nature and Marr's does not express or imply that a ductless system in any capacity will be able to keep any rooms conditioned beyond the room in which the indoor unit is located. Marr's does not express or imply that air conditioning or heating systems will be able to maintain comfortable indoor temperatures in extreme temperatures, with extreme as defined by any temperature outside of the designated local ACCA design temperatures. Marr's does not express or imply that equipment which is sized for the future addition of air sealing or insulation upgrades will be able to maintain comfortable indoor temperatures. Marr's does not express or imply that the heating and cooling load calculation for equipment sizing is 100% accurate due to the amount of variability between structures, construction types, and climate variations.

Equipment substitutions: The equipment quoted meets 2022 efficiency standards. Marr's reserve the right to substitute equipment made for the new 2023 efficiency standards which may state a lower efficiency, but will in fact be of equal or greater efficiency (will deliver more heating or cooling per watt) than the equipment quoted.

Hazardous Materials: Asbestos and other hazardous materials, visible or unforeseen, which may be distributed during the proposed scope of work, shall be the sole responsibility of the customer.

Contractor registration no. MARRSHA070B7

This offer is valid for a period of 7 Days. Marr's will make every effort to hold costs down. However, if upon delivery, the manufacturer has increased their price, then this additional increase will be reflected in the purchaser's final invoice.

PROPOSALS WITHOUT SITE VISIT: Any proposal given without a site visit (i.e. preliminary quotes, sales events, home shows, etc.) is to be considered preliminary and is subject to pending site visit with a final design consultation and an updated contract of services.

NOTICE OF INTENT TO FILE LABOR AND/OR MATERIAL LIEN: TO PURCHASER: Please take note that Marr's Heating and Air Conditioning inc will furnish materials, and/or equipment in the amount and of the value set forth on the face hereof, and/or will furnish labor at the value set forth on the face hereof, which will be used to improve the real property set forth under LOCATION on the face hereof, and that a LIEN MAY BE CLAIMED FOR ALL MATERIALS, SUPPLIES, EQUIPMENT OR LABOR FURNISHED:

All work will be completed in a workman like manner according to standard Company practices. Any pre-existing or unforeseen electrical, ductwork or venting issues could result in a change order above and beyond the proposal price and will only be executed upon written orders by customer and Marr's representative.

Cancellations: If customer cancels the job, customer will be responsible for paying for expenses incurred by Marr's at the rate of \$150 per hr. for administration and/or labor plus the cost of any materials that are not recoverable i.e. special duct fabrication, special order equipment, permits, restock fees, etc.

Sign here

Date



LYNDEN SHEET METAL INC.

837 Evergreen Street - Lynden, WA 98264
(360) 354-3991 Phone - (360) 354-1219 Fax
www.LyndenSheetMetal.com
Contractor License #LYNDEI*206DM

CUSTOMER NAME SUDDEN VALLEY COMMUNITY ASSOCIATION	PHONE 360-778-9393 MIKE	PROPOSAL DATE 04/08/2025
JOB SITE ADDRESS 8 BARN VIEW DR	MAILING ADDRESS 4 CLUBHOUSE CIR BELLINGHAM, WA 98229	
CITY BELLINGHAM	STATE WA	ZIP 98229

PROPOSAL # 97090 Rev 1

BID SUMMARY

See next page for installation details, inclusions and exclusions

CASH DISCOUNT TERMS: To receive the stated cash discount, all deposits, draws and final payments must be made with check or cash. Final payment must be received within 10 days of final billing. Payments made with credit card or are financed do not qualify for the discount.

Payment Terms: 50% deposit is required upon signing proposal. Full Payment due within 10 days of invoice billing. Any balance beyond 30 days will be assessed a late charge of 1.5% of the outstanding balance per month (18% per annum).

If financed, the approval code or letter may be used in lieu of deposit.

Other Terms: Buyer hereby declares that they hold title to the property to which the merchandise is being installed and has legal authority to order the work as outlined. LSM retains title to all materials and property listed until payments have been made in full. Buyer agrees to pay any reasonable attorney and/or collection fees incurred by seller to secure payment.

	Price	CASH DISCOUNTED PRICE
Subtotal:	\$7,831.00	\$7,437.00
8.80% Tax:	\$689.13	\$654.46
SYSTEM COST:	\$8,520.13	\$8,091.46
Less Deposit Received:		
REMAINING BALANCE	\$8,520.13	\$8,091.46
		Total Cash Discount \$428.67
		Approximate Monthly Payment \$152.50

Entire amounts are approximate and will
depend upon the financing program chosen.

Available Rebates:	FROM	AMOUNT \$ 0.00	Financed By: Approval Code	Total Cash Discount \$428.67		
Rebate checks come directly from the utility upon your submission of forms and are subject to approval by the utility company.			Monthly payment amounts are approximate and will vary depending upon the financing program chosen.			
			Approximate Monthly Payment \$152.50			
ESTIMATOR'S SIGNATURE	BUYER'S SIGNATURE					
Digitally signed by Andy Stinson	DATE DATE I authorize work to be done as specified I acknowledge that if I cancel, I may be subject to a restocking fee on equipment Prices good for 15 days after bid date					
						

INSTALLATION DETAILS & GUARANTEES

CUSTOMER NAME: SUDDEN VALLEY COMMUNITY ASSOCIATION

97090.Rev 1

SCOPE OF WORK:

Furnace - Gas

INSTALLATION INCLUDES:

Remove and dispose of existing furnace.

Install new furnace in existing location.

Furnace to be propane

Use existing furnace base.

Adapt supply air duct to new equipment

Adapt existing return air duct to new equipment

Reuse existing filter grille.

Reconnect existing gas line with new gas flex connector.

Reconnect existing furnace venting and install combustion air intake vent

Install new thermostat in same place as existing.

Use existing thermostat wiring

LSM will be performing electrical work

Extend existing power to furnace

Leak check all new connections to gas, refrigeration or water lines of all equipment provided by Lynden Sheet Metal; proper startup and setup of all equipment provided by Lynden Sheet Metal; review system operation and location of manuals with owner of all equipment provided by Lynden Sheet Metal, if applicable.

ITEMS THAT ARE ADDITIONAL OR NOT INCLUDED, UNLESS SPECIFICALLY NOTED OTHERWISE:

Sales Tax is not included in the base price and will show up as a separate line item on this proposal.

Tax will be added to all prices based on the current rate.

Any carpentry, if needed

Moving of items to allow clear access to the installation site.

Removal or relocation of any landscaping or sprinkler heads to place any outdoor unit.

SPECIAL NOTES

Bid price does not include any carpentry or drywall work.

Bid price does not include any moving of items to gain clear access to the install area, such as vehicles, landscaping, sprinklers, boxes, furniture, decor, shelves, etc.

Bid price assumes the existing thermostat wiring is adequate and wire is free of any shorts. If wiring needs to be replaced, it will be completed on a time and material basis.

Bid price assumes the existing equipment is in good condition, free of repairs or replacement. Any needed repairs or replacement of equipment will be performed at an additional cost.

If static pressures are too high upon start up of equipment, it may be necessary to modify or add a return air duct or supply outlets. If needed this would be done on a time and material basis.

If blower fan or air flow volumes are higher than previous equipment it may be necessary to modify or add a return air duct or supply outlets. If needed this would be done on a time and material basis.

All heating and cooling equipment requires regular maintenance annually.

It is the customer's responsibility to verify their eligibility for Utility Company rebates.

Cancellation of project after acceptance will result in a 10% of the base quote restocking fee.

QUALITY INSTALLATION GUARANTEES

No Surprises: The price on the signed proposal is the price you pay for the approved scope of work. Any changes or additional work beyond the original scope of work, may result in additional charges.

Code Compliance: The installation will comply with all existing local codes.

Customer Respect: Our technicians will politely answer any questions or concerns you have regarding the installation. Our technicians will remove their shoes or put on shoe coverings and use drop clothes when working inside the home whenever possible. There are some instances where it is not practical to do so and we will always ask and let you know.

Our technicians will leave the job site as neat as they found it.

DUE TO THE SHORTAGE OF RAW MATERIALS, PRICING OF EQUIPMENT AND PARTS ARE FLUCTUATING FREQUENTLY. UNTIL THIS LEVELS OUT, WE CAN ONLY HOLD OUR PRICING FOR 15 DAYS



5100 Pacific Hwy #103, Ferndale WA 98248 Phone (800) 328-7774 (360) 676-1131 <https://barronheating.com>

BILL TO

Sudden Valley Community Association
4 Clubhouse Circle
Bellingham, WA 98229 USA

ESTIMATE
404392359

ESTIMATE DATE
Apr 03, 2025

JOB ADDRESS

Dance Barn / 8 Barnview Drive
8 Barn View Drive
Bellingham, WA 98229 USA

Job: 403928253

ESTIMATE DETAILS

Lennox 96% furnace replacement : Lennox 96% furnace replacement

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
TXT-1000	Thank you for choosing Barron Heating & Air Conditioning Our Mission: Improving Lives	1.00	\$0.00	\$0.00
RB-4.0-F4-L	Furnish and install the Lennox Economy + 4 Ton 96% Furnace Only. Final price includes all necessary equipment, materials, travel, layout and permit(s) for your project. <u>What To Expect During Your System Install</u>	1.00	\$9,592.00	\$9,592.00

- 1. HVAC Residential Superintendent Layout:** Each of our superintendents carries a wealth of industry knowledge and experience. They all understand codes, system configurations, and quality installation practices.
- 2. Project Planning:** Our project coordinators will analyze every aspect of the job in preparation to ensure your installation will be performed at the highest level possible.
- 3. Staging:** Our warehouse team will stage your job and make sure all equipment and materials are ready for your installation. We only use certified AHRI matchups, so you know you are getting what you paid for.
- 4. Installation Day:** Our Installation Teams have received the highest level of performance installation training.
- 5. System Commissioning:** System Performance Verification: After every installation, our technicians perform this step to make sure your new system is performing properly and to its fullest potential.
- 6. Finishing Touches:** CONGRATULATIONS! You have received

a Barron Heating & Air Conditioning HVAC System which will provide you with years of comfort, performance, and efficiency. Our goal is to continue a long-term relationship with you and your home.

ML296DF090XV60C- Downflow Furnace - Two Stage - Variable Speed ECM Motor
EQP 1.00 \$0.00 \$0.00

- Capacity: 5 Ton - 90k BTU
- Efficiency Rating: 96%
- 21"W x 33"H x 27.75"D
- Liquid Propane or Natural Gas

Manufacturer Warranty: 5-year parts, 20-year heat exchanger

Lennox ML296DF090XV60C

#	DESCRIPTION	TOTAL
PRM-MAD-BUZZ	16% Off heating, cooling, water heaters, generators, solar, and fireplaces.	\$-1,534.72

SUB-TOTAL	\$8,057.28
TAX	\$709.04
TOTAL	\$8,766.32

Thank you for choosing Barron. We sincerely appreciate your business and hope that we exceeded your expectations.

Barron Heating provides a 1-year Parts and Labor Warranty.

No warranty expressed or implied on existing system and materials (i.e., ductwork, wiring, piping, etc.)

This invoice is agreed and acknowledged. Payment is to be made as follows: 50% DEPOSIT due upon acceptance with the BALANCE UPON COMPLETION. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts. [Pay Now](#)

NOTE: All Estimates subject to a pre-install Layout. Changes to Estimate at Owner approval and expense. The expiration date of Barron Heating's Contractor Registration No. BARROHA179D7: October 23, 2026.

This estimate shall expire if not accepted within 30 days of estimate date.

Terms & Conditions

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

Did you know Barron offers a variety of energy solutions? From Energy Monitoring Services to Solar by Barron, our team can help you understand AND lower your energy costs.

Call our office or talk to your Barron technician for more information.

Barron Authorized Signature: _____ Date: _____

The expiration date of Barron Heating's Contractor Registration No. BARROHA179D7: October 23, 2026.

Sign here

Date

CONSTRUCTION CONTRACT

This Construction Contract, including all appendices, (the "Contract") is made and entered into by and between Owner and Contractor on the date of the last signature below for the construction of the project described below.

OWNER

Owner's Name	Sudden Valley Community Association
Address	ATTN: General Manager 4 Clubhouse Circle Bellingham, WA 98229
Telephone Number	(360) 734-6490

CONTRACTOR

Contractor's Name	Marr's Heating and Air Conditioning
Address	1677 Mt Baker Hwy Bellingham, WA 98226
Telephone Number	360-734-4455
Contractor's Authorized Representative	Caleb Brown
Federal Identification Number	
Registration Number	
Washington UBI Number	

For and in consideration of the Contract Price noted below, subject to the terms and conditions contained herein, Contractor agrees to perform the following work (the "Work") in a timely and workmanlike manner, including supplying all necessary supervision, materials, equipment, supplies, and skilled and sufficient workforce to fully, completely, and faithfully comply with all the terms and conditions of this Contract.

1. PROJECT. The Project is described as follows:

Project Name: Barn 8 Gas Heater Replacement

Project Location: 8 Barn View Dr, Bellingham, WA. 98229

2. WORK. The Contractor agrees to perform the following Work in accordance with all applicable laws, codes, and industry standards to construct the Project as follows:

Installation of a new 5 Ton American Gas Furnace system, silver series 95% efficient, per estimate 88447619 attached to this contract. Marr's Heating and Air Conditioning will provide necessary permitting, removal of old heating unit, installation of a new system, and final permit sign offs as necessary.

(Insert and list above a precise description of the Work covered by this Subcontract, referring to the numbers of drawings and pages and/or sections of specifications including any applicable addenda and/or alternates, etc.)

3. CONTRACT DOCUMENTS. In addition to this Contract and the enclosed Standard Contract General Conditions, the Contract Documents for this Contract consist of:

Description of Document	Date
Estimate 88447619	04/02/2025

Any conflicting provisions in the Construction Documents shall be interpreted harmoniously if possible or, in the event they cannot be reconciled, then they shall be interpreted in the manner most favorable to the Owner, and the interpretation shall be governed in the following priority:

- i. This Contract;
- ii. Any drawings and/or specifications provided by the Owner;
- iii. Any Change Orders executed by and between the Owner and Contractor after execution of this Contract; and
- iv. The Contractor's Proposal.

4. CONTRACT PRICE. The Owner shall pay the Contractor \$6,661.50 per attached proposal for all Work completed in conformance with this Contract and the Construction Documents. SVCA agrees to pay a 50% deposit prior to starting, and the balance upon completion and acceptance of the project, including final permit signoff. The 50% deposit amount will be \$3,330.75

5. TIME OF PERFORMANCE. The Contractor shall commence construction as coordinated with SVCA (the "Commencement Date"), and Contractor shall complete all Work within 5 days of the Commencement Date (the "Contract Time"). The parties agree that time is of the essence of this Contract and the Owner will suffer damage and be put to additional expenses in the event that the Contractor does not have the Work substantially complete by the end of the Contract Time.

(CHECK IF APPLICABLE) Time is of the essence. Liquidated damages of \$[AMOUNT] per day are agreed to represent a reasonable estimate of Owner's damages, including inconvenience to members and costs to maintain common property access, as authorized by the Board under Article III, Section 16 of the SVCA Bylaws. The Contractor hereby covenants and agrees to pay the Owner liquidated damages for each day that expires after the time set forth above, which the Contractor and Owner agree reasonably approximates the Owner's actual damages.

6. INSURANCE. Contractor shall purchase and maintain insurance in the following amounts on a per-occurrence and aggregate basis, naming the Owner as an additional insured by endorsement. All such insurance shall be primary to any coverage carried by Owner. Contractor shall provide Owner evidence of such coverage prior to commencing the Work.

	Per Occurrence Coverage	Aggregate Coverage
General Commercial Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$250,000 or such higher amount as Contractor currently carries	NA

7. GENERAL CONDITIONS. The Standard Contract General Conditions (the "General Conditions") are attached hereto and incorporated herein by this reference.

8. REPRESENTATIONS. The Owner and the Contractor represent and warrant that the following statements are true and accurate:

Contractor's indemnification obligations and waiver of immunity under Title 51 RCW shall be to the fullest extent permitted by Washington law, including RCW 64.90.410, and shall not exceed the limits of Contractor's insurance coverage required herein.

This Contract shall be governed by the laws of the State of Washington, and any legal action shall be brought exclusively in Whatcom County, Washington, as provided in Article VI, Section 7 of the SVCA Bylaws and RCW 64.90.080

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract, effective the date of the last authorized signature below.

OWNER:

SUDDEN VALLEY COMMUNITY
ASSOCIATION

CONTRACTOR:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

STANDARD CONTRACT GENERAL CONDITIONS

A. Subcontractors and Lien Releases. Contractor shall, upon request of Owner, provide a list of all subcontractors and suppliers of Contractor. Owner may request partial lien releases for all partial payments and a final lien release for the final payment to each subcontractor.

B. Scheduling. Owner shall give Contractor advance notice of anticipated starting date for Contract Work. Contractor shall start Work on the date agreed to by Owner and Contractor and shall complete the several portions and the whole of the Work herein described at such times as reasonably specified by the Owner in order to allow Owner to timely complete the Project. Contractor shall cooperate with Owner and other contractors hired by Owner to coordinate Work with other Contractors.

C. Payment. Contractor shall receive progress payments on a monthly basis for Work approved by Owner and all materials to be used on the Project which have been stored on site by Contractor. Contractor shall make applications for payment on a monthly basis by submitting a bill by the _____ day of the month (the fifth (5th) day of the month if not so stated). Applications for payment submitted by the Contractor shall indicate the percentage of completion of each portion of the Contractor's Work as of the end of the period covered by the application for payment. Contractor shall be paid for Work completed to date from Owner's last progress billing date. Owner shall withhold 5% retention from each progress payment. Retainage shall be paid within _____ days after the latest of the following: (i) Owner's approval of completion of the Work, (ii) close out of all paperwork required herein and (iii) receipt of required lien releases.

The Owner shall pay the approved amounts within _____ days (thirty (30) days if not so stated) of the date on which the application for payment is received.

Final payment for Work under this Contract shall be made within _____ days (thirty (30) days if not so stated) after Owner has approved the completion of the Work and Contractor has fulfilled each of its obligations under this Contract. As a prerequisite for any payment, Contractor shall provide, in a form satisfactory to Owner, partial lien releases, claim waivers and affidavits of payment from Contractor and its lower-tier subcontractors and suppliers of any tier, for the completed portions of Contractor's Work. Before issuance of the final payment, the Contractor shall submit evidence satisfactory to Owner that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Contractor's Work have been satisfied. Contractor shall provide Owner with a signed lien release before receiving final payment.

Contractor shall be entitled to payment by Owner of all undisputed amounts. In the event that the Owner disputes an amount, the Owner may withhold fifty percent (50%) of the disputed amount. Owner shall provide a written explanation of the reason for the dispute with the payment.

Owner shall be entitled, but not required, to issue two-party checks in the name of the Contractor and any of Contractor's subcontractors or suppliers, union(s) for which Contractor's employees are members, any union trust fund, medical fund or pension fund for which Contractor's employees are members.

Contractor may invoice for materials delivered to the jobsite and receive payment as outlined above. Materials delivered to the site, and not installed, shall be paid at invoice cost. Contractor shall pay its own subcontractors and suppliers all sums owed them within ten (10)

days of receipt of payment from or on behalf of Owner. Contractor agrees that no assignment of any payment otherwise due under this Contract shall be effective without first securing the express approval of any assignee to the limitations contained in this subsection.

D. Change Orders. Owner may, without invalidating this Contract, order in writing extra Work or make changes by altering, adding to, or deducting from the Work and the Contract price and time shall be adjusted accordingly. All such Work shall be executed under the conditions hereof. All Change Orders shall be in writing and signed by the Owner and Contractor. The Owner shall not be liable for any additional Work performed by Contractor unless such additional Work has been incorporated into a Change Order. **NO ORAL INSTRUCTIONS AUTHORIZING A CHANGE IN THE WORK, ADJUSTMENT IN THE CONTRACT SUM, MAXIMUM CONTRACT SUM, OR ADJUSTMENT IN THE CONTRACT TIME SHALL BE VALID OR BINDING ON THE OWNER.**

If additional Work has been fully accepted by Owner, payment shall be made to Contractor with the next regular payment as provided herein. Contractor acknowledges that, unless expressly stated otherwise within a written Change Order, any change in the Contract Price and Time effected through a written Change Order shall constitute full and final payment and accord and satisfaction for any and all cost incurred (including, but not limited to, home office and field overhead and profit), labor performed, material and equipment furnished, and any delay, acceleration, or loss of efficiency associated with or arising out of the change in the Work.

E. Nature of Work. Contractor has conducted a full examination of all relevant plans and specifications and is not aware of any defects or mistakes in the applicable plans and specifications that would make the Work not buildable according to the applicable plans and specifications, for the Contract Price provided herein and in the time provided for herein. Contractor has satisfied itself as to the nature and location of the Work, the character, kind and quantity of material to be encountered, the character, kind and quantity of equipment needed, the location, conditions and other matters which can in any manner affect the Work under this Contract agreement and acknowledges that Contractor has had a reasonable opportunity to examine the site.

F. Contractor Employer. Contractor has the status of "employer" as defined by the Industrial Insurance, Workers' Compensation, Unemployment Compensation, Social Security, and other similar acts of the federal, state, and local government. Contractor shall withhold from its payroll applicable Social Security taxes, Workers' Compensation and Unemployment Compensation contributions and any other lawfully required withholding and pay the same; Owner shall be in no way liable as an employer of, or on account of, any employees of Contractor.

G. Permits & Taxes. Contractor shall obtain and pay for all permits, fees, and licenses necessary for the performance of this Contract and shall pay any and all federal, state, and local taxes, applicable to the Work to be performed under this Contract. Contractor shall also be responsible for payment of state sales/use taxes applicable to the Work of Contractor.

H. Contractor Property. Materials delivered by or for Contractor and intended to be incorporated into the construction hereunder shall remain on the jobsite and shall become property of Owner upon incorporation into the Work. Contractor may repossess any surplus materials remaining at the completion of the Contract; provided, Contractor shall not charge Owner for any repossessed materials. All scaffolding, apparatus, ways, works, tools, equipment, machinery, and plans brought upon the premises by Contractor shall remain

Contractor's property. It shall be Contractor's responsibility to unload, store, and protect its property to bear the risk of loss thereof.

Materials delivered by or for Contractor and intended to be incorporated into the construction hereunder shall remain on the site and shall become property of Owner upon incorporation into the Work, but Contractor may repossess any surplus materials remaining at the completion of the contract; provided, however, Contractor shall not charge Owner for any repossessed materials. All scaffolding, apparatus, ways, works, machinery, and plants brought upon the premises by Contractor shall remain Contractor's property. It shall be Contractor's responsibility to unload, store, and protect its materials, to bear the risk of loss thereof and to protect such material against loss until actually incorporated into the Work and until the Work is accepted.

I. Default and Takeover. Upon three (3) calendar days' written notice to Contractor, Owner may terminate this Contract in whole or in part for Owner's convenience and/or at its option. Contractor's remedy for such convenience or optional termination is limited to the following: (1) payment pursuant to the terms of this Contract for all Work properly performed prior to termination; (2) partial payment for lump sum items of Work on the basis of the percent complete of such items at the time of termination; and (3) Contractor's reasonable close-out costs. In no event shall Contractor be entitled to any compensation for loss of anticipated profits or unallocated overhead on Work not performed.

Contractor shall be in default of this Contract if it refuses or fails to supply enough properly-skilled workers or materials, refuses or fails to make prompt payment to subcontractors or suppliers of labor, materials or services, fails to correct, replace, or re-execute faulty or defective Work done or materials furnished, disregards the law, ordinances, rules, regulations or orders of any public authority having jurisdiction, files for bankruptcy, or materially breaches this Contract. If Contractor fails to correct the default and maintain the corrected condition within not less than three (3) working days of receipt of written notice of the default, then Owner, without prejudice to any rights or remedies otherwise available to it, shall have the right to terminate this Contract in writing and thereafter either perform the Work itself or obtain another Contractor to perform the Work. All of the costs incurred by Owner shall be charged to Contractor and Owner shall have the right to deduct such expenses from monies due or to become due Contractor. Contractor shall be liable for the payment of any expenses incurred by Owner in excess of the unpaid balance of the Contract Price.

In the event of an emergency including, but not limited to, the imminent potential damage to persons or property requires immediate repair Owner shall be entitled to conduct such repairs without providing advance written notice of the same to Contractor. Owner shall issue written notification to Contractor of such emergency repairs within five (5) days after making such repairs. Contractor shall be solely responsible for the cost of all such emergency repairs.

If Owner's termination for default is later deemed to be wrongful, without cause, or otherwise unjustified, the parties agree that the termination automatically converts to a termination for convenience and Contractor agrees that its remedies for such wrongful termination shall be limited to those provided in the termination for convenience.

If Contractor files or otherwise becomes subject to bankruptcy proceedings, Owner and Contractor agree that any delay attendant to the assumption or rejection of the Contract by the bankruptcy Trustee or a debtor-in-possession will be prejudicial to Owner. Consequently, Contractor, to minimize delay and to mitigate damages and/or other prejudice suffered by

Owner, hereby stipulates to a notice period of ten (10) calendar days for Owner's motion to require Trustee or debtor-in-possession to assume or reject the Contract.

J. Unit Price. In the event this Contract contains unit price items, it is understood and agreed that any quantities mentioned are approximations only and subject to change as required by the Contract or as ordered and directed by Owner.

K. Material Quality. Materials condemned by Owner as failing to conform to the Contract shall, upon notice from Owner, be immediately removed by Contractor. Failure of Owner to immediately condemn any Work or materials as installed shall not in any way waive Owner's right to object thereto to any subsequent time.

L. Job Damage. Damage caused by Contractor, its subcontractors or suppliers, or any subcontractor or supplier of any tier, to Work other than its own shall be reported immediately to Owner and Contractor shall be responsible for its repair. Damage caused by Owner to Work of Contractor shall be reported immediately to Contractor and Owner shall be responsible for its repair.

M. Safety. Contractor and its subcontractors shall take all reasonably necessary safety precautions pertaining to its Work and its Work performance, including compliance with applicable laws, ordinances, regulations and orders issued by a public authority, whether federal, state, local or other, OSHA (Federal Occupational Safety and Health Administration) / DOSH (Washington State Division of Occupational Safety and Health) / WISHA (Washington Industrial Safety and Health Act), and any safety measures requested by Contractor. Contractor shall at all times be responsible for providing a safe jobsite and be responsible for the Work performance and safety of all employees, personnel, equipment and materials within Contractor's or its subcontractors' care, custody or control. Contractor and its subcontractors shall furnish all required safety equipment for its Work and ensure all of their employees and subcontractors' employees have and wear personal protective equipment in compliance with applicable OSHA/DOSH/WISHA requirements.

Contractor certifies that it and its subcontractors are registered contractors. Contractor certifies that it and its subcontractors maintain a written Accident Prevention Plan and a Project-specific safety plan in compliance with applicable OSHA/DOSH/WISHA regulations. Contractor's Accident Prevention Plan should address subcontractor's role and responsibilities pertaining to safety on the Project, training and corrective action and be tailored to safety and health requirements for the Work involved. Contractor shall have and enforce a disciplinary action schedule in the event safety violations are discovered. When and as requested by Owner, Contractor shall provide information regarding safety matters.

Contractor shall promptly provide Owner with written notice of safety hazard(s) or violation(s) found on the Project or of any injury to its or its subcontractors' workers incurred on the Project.

Contractor agrees to defend, indemnify and hold Owner harmless from all OSHA/DOSH/WISHA claims, demands, proceedings, violations, penalties, assessments or fines that arise out of or relate to Contractor's failure to comply with any safety-related laws, ordinances, rules, regulations, orders or its obligations hereunder. Owner may charge against the sums otherwise owing to Contractor the Amount of the fine and the fees, costs and expenses incurred by Owner in the defense of the claims, citation and/or fine arising from or relating to the Contractor's above-referenced failure.

N. Housekeeping and Cleanup. Contractor shall regularly remove all refuse, waste and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the Project or creates a safety hazard. Avoidance of safety hazards through good housekeeping is an important part of Contractor's obligations. In the event Contractor or its subcontractor fails or refuses to meet these requirements, Owner may remove refuse and charge all costs to the Subcontract, provided that Contractor has received twenty-four (24) hours or one (1) full working day, whichever is greater, prior written notice. In the event Owner determines emergency conditions exist, Owner may proceed as above without prior notice.

Contractor shall comply with all applicable hazardous waste regulations under federal, state or local laws. Contractor shall provide Owner with all Safety Data Sheets ("SDS") for any and all hazardous substances covered under all applicable laws before commencing Work, and all SDS shall comply with OSHA's Hazard Communication Standard. Contractor shall, prior to commencing Work, inform Owner of its intent to use any hazardous substances at the Project and shall continuously update Owner of any new hazardous substance brought to the Project during performance of the Work. Failure to comply with this paragraph may result in fines and damages being assessed to Contractor. Contractor shall defend, indemnify and hold Owner harmless from any and all costs and expenses, including attorneys' fees, arising from the use or discharge of any hazardous substance by Contractor at or off the Project site.

O. Release and Hold Harmless – Damage to Equipment. Contractor hereby releases, discharges and agrees to hold Owner harmless from any damage either to the Contractor's property or rented equipment which is caused in whole or in part by the negligence of Contractor, its agents, employees or subcontractors.

P. Insurance. Contractor shall obtain and keep in force during the term of this Contract and the applicable Statutes of Repose and Limitations period, commercial general liability insurance with dollar limits and coverage equal to, or greater than the types and amounts of coverage noted at the front of this Contract. Such insurance shall be "occurrence-based" and shall include contractual liability coverage applicable to the indemnity provisions of this Contract and "completed operations" coverage. Contractor shall furnish to Owner evidence of this insurance including the provision regarding notice of cancellation or reduction in coverage. Such evidence of insurance shall be in the form of an Insurance Certificate issued by an insurer satisfactory to Owner and shall provide for not less than thirty (30) days prior written notice to Owner of cancellation or reduction in coverage. In the event Contractor fails to maintain any and all insurance required by this Contract during the entire life of this Contract, Owner may at its option, and without waiver of other available remedies, purchase such insurance in the name of Contractor and deduct the cost of same from payments due Contractor.

Contractor shall provide insurance that: (1) names Owner as an additional insured for liability arising out of the Contractor's Work, including completed operations losses, without qualification, limitation or reservation; (2) is endorsed to be primary and noncontributory with any insurance maintained by Owner; (3) does not contain a "cross liability" or similar exclusion that would bar coverage for claims between or among insureds; (4) contains a severability of interest provision in favor of Owner; and (5) contains a waiver of subrogation against Owner. Before commencing work, Contractor shall provide a copy of the additional insured endorsement to Owner as evidence of additional insured status.

Owner makes no representations that the required minimum amount of insurance is adequate to protect Contractor. The procuring and/or carrying of insurance shall not limit Contractor's obligation or liability pursuant to this Contract or as a matter of law.

Q. Workers' Compensation. Contractor shall furnish to Owner evidence that its workers are covered by applicable workers' compensation coverage.

R. Subcontractors. Contractor shall, upon request of Owner, provide a list of all subcontractors and suppliers of Contractor. With regard to all subcontractors retained by the Contractor, the Contractor agrees (i) to be primarily responsible for any Work performed by such subcontractor and to ensure that such Work is timely completed in the manner required herein; (ii) to ensure that invoices submitted by subcontractor comply with the requirements for invoices submitted by Contractor to Owner; (iii) that Contractor shall be solely responsible to make any necessary repairs or to perform punch-list items caused by subcontractor's Work; and (iv) to ensure that subcontractor complies with all the obligations of Contractor set forth herein and to be primarily responsible for any non-compliance. Contractor shall be solely responsible for paying subcontractor any amounts due to it. Owner may request partial lien releases for all partial payments and a final lien release for the final payment to each subcontractor. Contractor agrees to release Owner and to hold Owner harmless from any and all claims by subcontractor for payment.

S. Disputes and Back Charges. In the event of a dispute between Owner and Contractor, Contractor agrees to proceed with the Work in accordance with the requirements of this Contract, pending settlement of the dispute.

T. Dispute Resolution. Any dispute arising out of or relating to this Contract shall be resolved in accordance with Article VI, Sections 5-6 of the SVCA Bylaws. As a condition precedent to legal or equitable proceedings, the parties shall submit to mediation unless waived by the Owner. If mediation fails, disputes shall, at the Owner's sole option, be resolved by arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association or by litigation in the Superior Court of Whatcom County, Washington. The substantially prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and expert fees.

U. Indemnification. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses and expenses, including, but not limited to attorneys' and expert's fees, (collectively a "claim") arising out of or resulting from performance of the Contractor's Work under this Contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

Contractor's duty to indemnify Owner shall not apply to liability for damages arising out of claims caused by or resulting in whole from the negligence of Owner or its agents or employees. Contractor's duty to indemnify Owner for liability for damages arising out of claims caused by or resulting from the concurrent negligence of: (a) Owner, its agents or employees, and (b) Contractor, its agents, employees and lower-tier subcontractors or suppliers of any tier shall apply only to the extent of negligence of Contractor, its agents, employees and lower-tier subcontractors or supplier of any tier.

CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. FURTHER, THE INDEMNIFICATION OBLIGATION UNDER THIS CONTRACT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS PROVIDED CONTRACTOR'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST CONTRACTOR BY OWNER, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY CONTRACTOR'S EMPLOYEES DIRECTLY AGAINST CONTRACTOR.

Contractor's Initials _____

Contractor agrees that its defense and indemnity obligations to Owner under this Contract survive any limitation imposed by any statute of repose or limitation including but not limited to RCW 4.16.300, 4.16.310, or 4.16.326, and Contractor hereby waives any and all defenses under any statute of repose or limitations. Contractor further agrees that any statute of limitation on a claim by Owner pursuant to this provision shall not begin to run until Owner discovers that Contract has breached either its duty to defend or its duty to indemnify, whichever occurs first.

V. Warranty. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, that the Work of this Contract will be performed in a workmanlike manner and free from defects not inherent in the quality required or permitted, will comply with all applicable codes and regulations, will be consistent with industry standards, and that the Work will conform to the requirements of the Contract. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or the Contract. This warranty shall extend for the longer of the period of (i) the warranty normally given by Contractor for the Work in its ordinary course of business, (ii) the warranty period set forth in the Quote or other documents sent to Owner, or (iii) one (1) year from the date of substantial completion of the Work or occupancy of the Project by Owner, whichever occurs first. The warranty shall not apply to any damage or loss to the Work occasioned by Owner's failure to perform ordinary and reasonable maintenance during the warranty period or any written notice of defects received after the one (1) year period. Owner shall promptly notify Contractor in writing of all warranty claims and allow Contractor reasonable access to the Project to correct or repair the Work.

W. Contract Controls. Except for the Scope of Work and Warranty provisions specifically incorporated herein by the Contract, any terms or conditions attached to or incorporated into Contractor's proposal, quote, or other document shall not apply to the Contract. The Contract shall be solely and exclusively governed by the terms and conditions set forth in the Contract and these Standard Contract General Conditions.

X. Wage and Other Payments. Contractor shall comply with all state and federal wage laws and, upon request, provide proof of the same to Owner. In addition, if Contractor's employees are members of a union, then Contractor shall pay when due all obligations due under the collective bargaining agreement or other agreement, including but not limited to, medical benefits, dental benefits, pension benefits and the like.

Y. Notices. All notices, demands, requests, consents and approvals which may or are required to be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, emailed, sent by a

nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the address provided in this Contract or to such other address as either party hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Electronic transmission of any signed original document and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

Z. Claims. As a condition precedent to any right to recover for any instances of interruption, disruption, extra work, additional work, changed work, delay, hindrance and/or efficiency loss of any nature whatsoever in Contractor's Work (collectively "Impact"), believed by Contractor to be caused by the acts or omissions of Owner, Architect/Engineer or the employees or agents of any of them, Contractor must provide written notice to Owner in the manner required by this Contract within five (5) days after occurrence of the Impact. Such written notice shall identify the cause of the Impact, the party Contractor believes is responsible for the Impact, and a rough order of magnitude as to the extra cost and/or time resulting from the Impact. FAILURE OF CONTRACTOR TO PROVIDE TIMELY WRITTEN NOTICE, AS PROVIDED IN THIS PARAGRAPH, SHALL RESULT IN AN ABSOLUTE WAIVER AND FORFEITURE OF CONTRACTOR'S RIGHT TO RECOVER ANY ADDITIONAL COST OR TIME RESULTING FROM THE IMPACT.

In the event Contractor believes it is entitled to receive compensation and/or time due to damages from Impact(s), Contractor's Statement of Claim (setting forth in detail the entitlement and quantum basis for Contractor's claim with supporting data and/or the entitlement basis to support an extension of time) shall be delivered to Owner within fifteen (15) days of its Written Notice of Impact, or within sufficient time to allow Owner to comply with the notice and claim requirements of the Main Contract (whichever is sooner). FAILURE OF CONTRACTOR TO TIMELY PROVIDE ITS STATEMENT OF CLAIM FOR AN INCREASE IN THE CONTRACT AMOUNT OR FOR AN EXTENSION OF TIME SHALL RESULT IN AN ABSOLUTE WAIVER OF CONTRACTOR'S CLAIM AND ANY RIGHT TO RECOVER ADDITIONAL COST OR TIME RESULTING FROM THE IMPACT.

Owner does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Owner's waiver is unequivocal, explicit, and in writing.

AA. Mediation. Claims, disputes, or other matters in controversy arising out of or related to this Contract, except those waived, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement may be waived by Owner.

BB. Arbitration / Litigation. At Owner's sole option, all claims, disputes, and other matters in question between Contractor and Owner arising out of, or relating to, this Agreement shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining or by an arbitrator mutually agreed upon by the parties. In the event of arbitration, Contractor and Owner agree to be bound by the findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. If the Owner does not select Arbitration as the means of dispute resolution, all claims, disputes and other matters in question between Contractor and Owner arising out of, or relating to, this Agreement shall be decided by an action filed exclusively in the Superior Court of Whatcom County, Washington. The substantially prevailing

party in any arbitration or litigation shall be entitled to an award of its attorneys' fees, costs and expert fees.

CC. Governing Law. This Agreement and the right of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that in any such action venue shall lie exclusively in Whatcom County, Washington, regardless of where the Project is located. Both parties expressly waive their right to a jury trial.

DD. Amendment. No modification, termination or amendment of this Contract may be made except by written Contract signed by all parties.

EE. Waiver. Failure by Owner or Contractor to insist upon the strict performance of any covenant, duty agreement, or condition of this Contract or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any waiver must be expressly made in writing and signed by the waiving party.

FF. 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.

GG. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

HH. Captions. The captions of this Contract are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Contract.

II. Entire Agreement. The entire agreement between the parties hereto is contained in this Agreement; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction, including any proposal for services. Owner shall not be liable to Contractor or to any third party for any representations, made by any person, concerning the Work or the terms of this Agreement, except to the extent that the same are expressed in this Agreement. No modification, termination or amendment of this Agreement may be made except by written agreement signed by both parties.



Sudden Valley Community Association

360-734-6430

4 Clubhouse Circle Bellingham, WA 98229

www.suddenvalley.com

Board Request Memo

To: SVCA Board of Directors

From: Linda Bradley, Document Review Committee Chair

Date: August 14, 2025

Subject: Updated Board Policies

Background: The following policies are updated from their existing language. Some contained dated language that no longer applies to how the Association operates. The final listing is an ACC Policy that no longer applies to the Association and has been rescinded by a former Board.

2009.02	4/27/2009	Delinquent Accounts Policy
2017.02	5/24/2017	GM Authority for ACC Recommendations
2017.06	10/12/2017	Audio Visual Policy
2016	9/22/2016	Rescinded ACC Policy 1996-21 Easements, Encroachments & Vacations.

Motion: Move that the SVCA Board of Directors approve the submitted Board Policies.

Approved: _____ Not Approved: _____ SVCA Board of Directors

Signed: _____ Date: _____
Keith McLean, SVCA Board President



Sudden Valley Community Association

Policy: Delinquent Accounts Policy

Policy #: 2025-05

Date: August 14, 2025

Purpose: The Board of Directors recognizes and acknowledges that non-payment of dues and assessments can adversely impact the ability of SVCA to provide services to its members and adequately maintain its assets.

Policy: The Board has established the following guidelines and parameters for the Association to collect delinquent dues fees, and assessments from its members as provided under Section 19 of the Association's By-laws.

Definition: Delinquent Accounts – Those that reflect an unpaid balance after the established due date.

Procedure:

- The payment due date for dues and assessments is the first day of each calendar month. Dues and assessments are considered late as listed below.
- Any unpaid balances will be considered late and subject to fees beginning on the first day of the month following the due date.
- Accounts that are not fully paid within 30 days from the Due Date are "Late" and incur a \$25 late fee.
- Accounts that are not fully paid within 60 days from the Due Date are "Late" and incur an additional \$35 late fee.
- Accounts that are not fully paid within 90 days of the Due Date are "Delinquent" and will immediately begin accruing 1% monthly interest (12% per annum) on the total due.
- Further collection efforts are described in detail in Board Policy No. 2025-03 Collections Policy.
- All fees and costs associated with the collection activity of the Association shall be charged to the delinquent account as provided under the

History: Rescinded:_____

Replaces 2009.2



Sudden Valley Community Association

Association's By-laws.

- All Collection activities of the Association, by its designees and/or by its attorneys, shall comply with Article III, Section 19 of the Bylaws and comply with state law RCW 64.38.100.

Alternative Payment Plans:

- The General Manager may, for good cause shown, enter into payment plans on behalf of the Association using a pre-approved form (terms not exceeding 12 months) and report them to the Board.
- No member has a right to demand such a plan, and any such plan is at the sole discretion of the General Manager. Any such plan shall not be construed as a waiver of any right of SVCA to collect any unpaid assessment.
- The Association may choose to accept a Deed in Lieu of Current and Future Dues or in Lieu of Foreclosure. Such an arrangement will require the approval of the Board of Directors.

Sudden Valley Community Association

Policy: Delinquent Accounts Policy
Policy #: 2025-xx
Date: TBD

Purpose: The Board of Directors recognizes and acknowledges that non-payment of dues and assessments can adversely impact the ability of SVCA to provide services to its members and adequately maintain its assets.

Policy: The Board ~~new has~~ establisheds the following guidelines and parameters for the Association to collect delinquent dues ~~fees, and assessments and assessments~~ from its members as provided under Section 19 of the Association's By-laws.

Definition: Delinquent Accounts – Those that reflect an unpaid balance after the established due date.

Procedure:

- The payment due date for dues and assessments will be the first ~~day~~ of each calendar ~~quartermonth~~: ~~January 1st, April 1st, July 1st and October 1st, and are considered late as listed below.~~
~~Any unpaid balances will be considered late and assessed a fees~~
~~finance charge~~ beginning the first day of the month following the due date.
- ~~Accounts which are not fully paid within 30 days from the Due Date are "Late" and incur a \$25 late fee.~~
- ~~Accounts which are not fully paid within 60 days from the Due Date are "Late" and incur an additional \$35 late fee.~~
~~The amount of the finance charge will be the highest amount allowable by law, currently 1% per month or, 12% APR.~~
- ~~Accounts which are not fully paid within 90 days of the Due Date are "Delinquent" and will immediately begin accruing 1% monthly interest (12% per annum) on the total due.~~

- Further collection efforts shall include, but not be limited to: ~~Acceleration fees, Collection Letter(s), Phone Calls, Referral to a Collection Agency, Filing of Liens Against the Delinquent Property, Small Claims Court Proceedings, Garnishment of Wages, Seizure of Assets and Foreclosure.~~ are described in detail in Board Policy No. [2025-03 Collections Policy](#).
- All fees and costs associated with the collections activity of the Association shall be charged to the delinquent account as provided under the Association's By-laws.
- All Collection activities of the Association, by its designees and/or by its attorneys shall ~~comply with all applicable laws and regulations regarding the collection of delinquent accounts and/or delinquent~~

History: Rescinded _____

49 of 64

Replaces 2003.6

~~homeowner association dues and assessments and with its governing documents comply with Article III, Section 19 of the Bylaws and complies with state law RCW 64.38.100.~~

- ~~The Association shall not pursue further collection activities once a balance has been disputed. However quarterly statements may still be mailed to the property owner until the dispute has been resolved by the Board of Directors at which time the Association's normal collection activities may resume.~~
- ~~Arrangements to make payments toward a delinquent balance require the approval of either the General Manager or the Accounting Manager~~
- Alternative Payment Plans
~~The General Manager may, for good cause shown, enter into payment plans on behalf of the Association using a pre-approved form (terms not exceeding 12 months) and report them to the Board.~~

~~No member has a right to demand such a plan, and any such plan is at the sole discretion of the General Manager. Any such plan shall not be construed as a waiver of any right of SVCA to collect any unpaid assessment.~~
- ~~The Association may choose to accept a Deed in Lieu of Current and Future Dues or in Lieu of Foreclosure. Such an arrangement will require the approval of the General Manager~~Board of Directors~~, if the account balance is less than \$10,000, or the Board, if the account balance is in excess of \$10,000.~~

~~and will be confirmed in writing by the Association. Finance charges will continue to accrue on the unpaid balance until the account is paid in full, although other collection activity may be abated while payments are being made according to the arrangement. Failure to make payments as arranged will result in the resumption of the Association's normal collection activities and may also result in the loss of the privilege to make alternative payment arrangements in the future.~~

- ~~The Association may choose to accept a Deed in Lieu of Current and Future Dues or in Lieu of Foreclosure. Such an arrangement will require the approval of the General Manager, if the account balance is less than \$10,000, or the Board, if the account balance is in excess of \$10,000.~~

Sudden Valley Community Association

Policy: Delinquent Accounts Policy

Policy #: 2009.02

Date: April 27, 2009

Page: 53

Purpose: The Board of Directors recognizes and acknowledges that non-payment of dues and assessments can adversely impact the ability of SVCA to provide services to its members and adequately maintain its assets.

Policy: The Board now establishes the following guidelines and parameters for the Association to collect delinquent dues and assessments from its members as provided under Section 19 of the Association's By-laws.

Definition: Delinquent Accounts – Those that reflect an unpaid balance after the established due date.

Procedure:

- The payment due date for dues and assessments will be the first day of each calendar quarter: January 1st, April 1st, July 1st and October 1st.
- Unpaid balances will be assessed a finance charge beginning the first day of the month following the due date.
- The amount of the finance charge will be the highest amount allowable by law, currently 1% per month or, 12% APR.
- Further collection efforts shall include, but not be limited to: Acceleration fees, Collection Letter(s), Phone Calls, Referral to a Collection Agency, Filing of Liens Against the Delinquent Property, Small Claims Court Proceedings, Garnishment of Wages, Seizure of Assets and Foreclosure.
- All fees and costs associated with the collections activity of the Association shall be charged to the delinquent account as provided under the Association's By-laws.
- All Collection activities of the Association, by its designees and/or by its attorneys shall comply with all applicable laws and regulations regarding the collection of delinquent accounts and/or delinquent homeowner association dues and assessments and with its governing documents.
- The Association shall not pursue further collection activities once a balance has been disputed. However quarterly statements may still be mailed to the property owner until the dispute has been resolved by the Board of Directors at which time the Association's normal collection activities may resume.
- Arrangements to make payments toward a delinquent balance require the approval of either the General Manager or the Accounting Manager

and will be confirmed in writing by the Association. Finance charges will continue to accrue on the unpaid balance until the account is paid in full, although other collection activity may be abated while payments are being made according to the arrangement. Failure to make payments as arranged will result in the resumption of the Association's normal collection activities and may also result in the loss of the privilege to make alternative payment arrangements in the future.

- The Association may choose to accept a Deed in Lieu of Current and Future Dues or in Lieu of Foreclosure. Such an arrangement will require the approval of the General Manager, if the account balance is less than \$10,000, or the Board, if the account balance is in excess of \$10,000.



Procurement and Purchasing Policy

Policy No. 2025-06
Date: August 14, 2025

For all Capital and operational procurement and purchases over \$2,500, a minimum of three bids must be obtained from qualified bidders. If three responsible bids are not received, an explanation must be attached. This policy supersedes all previous purchasing policies.

Procurement ensures operations run smoothly by providing teams with the necessary resources. The procurement process begins with identifying a company's needs, which includes specifying the required goods and services. It connects with planning, logistics, and budgeting to maintain operational efficiency across departments. A robust procurement strategy ensures timely deliveries, high-quality input, and a steady inventory flow.

For operational expenses for the procurement of goods and services, or revenues earned by providing goods and services, the Association-designated department managers shall be authorized to approve and issue purchase orders for purchases of less than Ten Thousand Dollars (\$10,000). Examples of operational expenses include inspections, pest control, laundry services, etc. An example of operational revenues is the rental of various small facilities. Successful procurement involves:

- Supplier Selection:** Choose reliable suppliers based on pricing, service level, quality control, and delivery capability to reduce risks in the supply chain.
- Negotiations:** Discuss terms, prices, and delivery schedules to reach fair, clear agreements that support long-term supplier relationships.
- Purchase Orders:** Generate purchase orders that detail item specifications, prices, and delivery timelines for internal tracking and supplier communication.
- Goods Receipt:** Inspect goods upon delivery, check condition and accuracy, and report any issues for quick resolution and better quality assurance.
- Invoice Reconciliation and Payment:** Match invoices with purchase orders and receipts to approve payment and keep the overall procurement process error-free.

If a contract is required for such operational purchases, the General Manager (GM) shall be authorized to approve contracts for less than Ten Thousand Dollars (\$10,000).

*Exceptions may be goods and services that the Board is responsible for, such as the yearly external audit, legal settlements, reserve studies, and sales of assets such as lots. Contracts for these goods and services will require Board review and approval.

Reference Board Policy SVCA Contracting Policy No.2024-03 for further information on contracts.

Rescinded: (Date)

Superseded/Replaced: Policy # 2017.02

Sudden Valley Community Association

Procurement & Purchasing Policy

Policy No. 202517-02-XX ACCT

Date: May 24, 2017 TBD

~~This policy was approved by the SVCA Board of Directors on June 8, 2017.~~

For all Capital and Operation procurement and purchases over \$2,500, a minimum of three bids must be obtained from qualified bidders. If three responsible bids are not received, an explanation must be attached. This policy supersedes all previous purchasing policies.

Procurement keeps operations moving by making sure teams have what they need. The procurement process begins with identifying a company's needs, which includes specifying the required goods and services. It connects with planning, logistics, and budgeting to maintain operational efficiency across departments. A strong procurement strategy ensures timely deliveries, quality inputs, and steady inventory flow.

For operational expenses for the procurement of goods and services, or revenues earned by providing goods and services, Association designated department managers shall be authorized to approve and issue purchase orders for purchases for less than Ten Thousand Dollars (\$10,000). Examples of operational expenses include inspections, pest control, laundry services, etc. An example of operational revenues are various small facility rentals. Successful procurement involves:

1. **Supplier Selection:** Choose reliable suppliers based on pricing, service level, quality control, and delivery capability to reduce risks in the supply chain.
2. **Negotiations:** Discuss terms, prices, and delivery schedules to reach fair, clear agreements that support long-term supplier relationships.
3. **Purchase Orders:** Generate purchase orders that detail item specifications, prices, and delivery timelines for internal tracking and supplier communication.
4. **Goods Receipt:** Inspect goods upon delivery, check condition and accuracy, and report any issues for quick resolution and better quality assurance.
5. **Invoice Reconciliation and Payment:** Match invoices with purchase orders and receipts to approve payment and keep the overall procurement process error-free.

If a contract is required for such operational purchases the General Manager (GM) shall be authorized to approve contracts for less than Ten Thousand Dollars (\$10,000).

*Exceptions may be goods and services that the Board is responsible for, such as the yearly external audit, legal settlements, reserve studies, and sales of assets such as lots. Contracts for these goods and services will require Board review and approval.

Reference Board Policy SVCA Contracting Policy No.2024-03 for further information on contracts.

Rescinded: (Date)

Superceded/Replaced: Policy #

Sudden Valley Community Association Purchasing Policy

Policy No. 2017-02 ACCT

Date: May 24, 2017

This policy was approved by the SVCA Board of Directors on June 8, 2017.

For all Capital and Operation purchases over \$2,500, a minimum of three bids must be obtained from qualified bidders. If three responsible bids are not received, an explanation must be attached. This policy supersedes all previous purchasing policies.



Sudden Valley Community Association

Policy: Online Media Policy

Policy #: 2025-07

Date: August 14, 2025

Purpose:

To facilitate broader Member participation and knowledge of Association business and issues, public meetings of the Association shall be broadcast live and recorded, by "live streaming" the event over the Internet via one or more "social media" services.

Board meetings are conducted in a manner that allows members to log in and participate during the Member Comment portions of the meetings by using the participation option in Zoom.

All meetings have posted instructions for online use to view and participate. Such broadcasts shall be available for viewing as they occur and later made available on YouTube, linked, and archived on the Association website. The media files are not official corporate records of the Association.

Broadcasts will be arranged and facilitated by Association staff who will also publish or otherwise communicate to Members any "link" or other Internet web address where such broadcasts can be accessed.

This Policy shall be implemented for Board meetings, Town Halls, and Association Committee meetings.

History: Rescinded Policy: (date) Superseded/Replaced by Policy # 2025.07

Sudden Valley Community Association

Policy: Sudden Valley ~~Audio-Video Policy~~Online Media Policy

Policy#: 2017.6~~2025~~

Date: ~~October 12, 2017~~TBD

Page: 1 of 1

Policy:

To facilitate broader Member participation ~~in~~, and knowledge ~~of~~of Association business and issues, ~~any~~ public meetings ~~of~~ the Association ~~may~~shall be broadcast ~~(audio and video)~~ live and ~~possibly~~ recorded, by "live streaming" ~~an~~the event over the Internet via one or more "social media" services. Board meetings are conducted in such a manner that members may log in and participate during Member Comment portions of the meetings by using the participation option in Zoom. All meetings have posted instructions for online use to view and participate. Such broadcasts ~~would~~shall be normally be available for viewing as they occur and later made available ~~by~~on the YouTube linked and archived on the Association website.~~medium/provider used~~. The media files ~~would~~are not be official corporate records of the Association.~~and would not be stored at any time on SVCA equipment. Further, such~~Bbroadcasts ~~would~~only be done on an "as available" ¹¹~~basis, when and if Association Member volunteers are available to make them~~will be handled - ~~Association~~by Association staff ~~will~~only be responsible ~~as well as for~~ publishing or otherwise making known to Members any "link" or other Internet web address where such broadcasts, ~~live or possibly recorded~~, can be accessed. This Policy ~~will~~shall be implemented ~~first~~ for Board meetings and Town Halls ~~and~~Association Committees ~~may~~decline to implement this line of action, and it will be reviewed for possible continuation, revision or termination six (6) months after the first such broadcast under this Policy.

History: Rescinded Policy # 2017.6

Superseded/Replaced by Policy # 205.XX

Sudden Valley Community Association

Policy: **Sudden Valley Audio Video Policy**

Policy #: **2017.6**
Date: **October 12, 2017**
Page: **1 of 1**

Policy:

To facilitate broader Member participation in, and knowledge of, Association business and issues, any public meeting of the Association may be broadcast (audio and video) live and possibly recorded, by "live-streaming" an event over the Internet via one or more "social media" services. Such broadcasts would normally be available for viewing as they occur and later made available by the medium/provider used. The files would not be official corporate records of the Association, and would not be stored at any time on SVCA equipment. Further, such broadcasts would only be done on an "as-available" basis, when and if Association Member volunteers are available to make them. Association staff will only be responsible for publishing or otherwise making known to Members any "link" or other Internet web address where such broadcasts, live or possibly recorded, can be accessed. This Policy will be implemented first for Board meetings and Town Halls. Association Committees may decline to implement this line of action, and it will be reviewed for possible continuation, revision or termination six (6) months after the first such broadcast under this Policy.

History: Rescinded _____

Superseded/Replaced by Policy # _____

Policies

- Rescind and Archive
- 95-1 Golf Membership
- 94-12 Golf Club Bylaws
- 93-6 Golf Club Bylaws (Membership Policy) 2004.01 Dues Reduction Policy
- 93-4 Lot Line Resolution
- 92-2 Yew Street Connector
- 95-2 Newspaper Delivery
- 98-7 Dance Barn Usage
- 96-13 Gas Line, Rebates
- 93-1 Smoking
- 92-3A Womens' Club Bylaws
- 94-2 Newspaper delivery tubes
- 96-16 Tree Cutting Compensation
- 94-8 Section 14.25 Tree Removal/Limbing Policies
- 98-1 Trees, Cutting/Limbing
- 98-4 ACC - Vinyl Siding
- 2001-6 ACC Recommendations
- 2010.06 Display of Political Signs
- 2006.03 Authorization for AC Manager to Approve Basic Requests
- 98-5 ACC - Satellite Antenna Policy
- 96-6 Golf Priorities
- 94-11 Rules and Regulations
- 95-4 Rules and Regulations/Use Fee
- 95-7 Rules and Regulations/Use Fee
- 95-6 Agenda Requirements
- 2002-8 SVCA Emergency Operating Reserve
- 1996-21 Easements, Encroachments & Vacations
- 2002-1 Lot Sales
- 2003-1 SVCA Investment Policy
- 1995.06 Agenda Requirements

5. MOTION TO: Approve the Solicitation Policy.

MOTION BY: Director Rorabaugh SECONDED BY: Director Houlton
 APPROVED: X NOT APPROVED: _____ TABLED: _____ DIED: _____
 IN FAVOR: Directors Rorabaugh, Bauman, Houlton, D'Angelo, Narsico, Ashby, and Chiarello
 AGAINST: None ABSTAINED: None

b. Approving the Rescinding Policies

6. MOTION TO: Approve the Rescinding Policies

MOTION BY: Director Bauman SECONDED BY: Director Rorabaugh
 APPROVED: X NOT APPROVED: _____ TABLED: _____ DIED: _____
 IN FAVOR: Directors Bauman, Rorabaugh, Houlton, Ashby, D'Angelo, Chiarello and Narsico
 AGAINST: None ABSTAINED: None

c. Report Status of Management Companies

- i. Director Narsico explained the experience of meeting the three aforementioned companies that will be presenting over the next few weeks. He expressed the importance of making community members aware of what is to commence and encourage their participation.
- ii. Director Houlton suggested the Board Members be the point of contact to field questions regarding the Management Companies.
- iii. Director Bradley inquired whether or not a summary to compare and contrast the management companies would be made available for the community.
- iv. Concern regarding presentation time frame was expressed. It was noted that the presenters are given two hours to accommodate their presentation as well as community member questions.
- v. Director Ashby inquired as to how these presentations were to be voted on, whether or not it was to be a rating scale or a general vote. Director Narsico responded stating that these companies would be brought to the Board equally for a vote.
- vi. Discussion over publically discussing management companies followed.

d. Report Status of the GM Search

- i. President McRoberts read aloud the committee progress.
- ii. Director Chiarello has produced minutes of the first meeting and have been posted to the Sudden Valley website under Announcements. A second set of minutes will be looked at on Friday, September 23rd.
- iii. A charter was discussed.
- iv. The committee asked the Board to send Director Ashby to Seattle on 9/24/2016 to the CAI conference. Pros and cons of attending the CAI were discussed. It had been stated that other staff members would also be at this conference.

Policy 1996.21

Date: December 16 Board
Page: 4 (Consent Agenda)
Subject: Easements, Encroachments & Vacations

POLICY:

Periodically there shall be published in the Sudden Valley Views a prepared notice by SVGA legal counsel that the Association will not allow private encroachments on SVGA property and will not recognize adverse possession rights.

Canceled/Superseded

Date:
By: Policy No.