

Announcement Regarding Events Held Without SVCA Permission

An event (“Event”) was held by community members on Saturday, July 22nd, at the Marina Picnic Shelter. The rental agreement originally granted to Event organizers was revoked because they did not comply with the terms of the agreement. Despite the fact that permission was revoked for failure to comply with SVCA’s Facility Rental Agreement, Event organizers proceeded to host the Event. Because many community members have asked about the circumstances surrounding this Event, the Association has decided it is in the community’s interest to provide an open explanation of this particular Event and to discuss the use of Association common areas in general:

- In May, 2023, the SVCA office received a request to rent the Marina picnic shelter on July 22nd, for the purpose of a community potluck/BBQ.
- The Facility Rental Agreement listed 50 people for the estimated attendance. The Facility Rental Agreement also asks whether promotional advertising will be conducted for the Event, and the box “no” was checked.
- In early July, 2023, the General Manager discovered that the Event had been widely promoted on Facebook and that a “Color Run” was listed as part of the Event.
- On Monday, 7/17, the General Manager, Jo Anne Jensen, sent an email to the Event Organizer regarding the parameters of the rental agreement: the reservation entitled the attendees to sole use of the shelter, not the surrounding area; and attendance was limited to approximately 50 people. For this reason, a color run was not an allowable activity.
- The GM called the Event Organizer to make sure she received the message and understood the parameters. In that conversation, the Event Organizer stated that neither SVCA nor the GM had the authority to constrain the activities, that a color run would be held if the Event Organizer wanted to, and that there was nothing anyone could do about it.
- SVCA’s Facility Rental Agreement informs people of the requirements stipulated by the Association when renting any of the facilities. These requirements include:
 - Any promotional material will clearly state: “This facility use is in no way connected to or reflective of the mission or beliefs of the Sudden Valley Community Association.”
 - Liability insurance may be required. Minimum of \$1 Million coverage. Certificate of Liability Insurance must include a) SVCA as additional insured on policy for the time period of the event and b) and endorsement verifying that change.
- The promotional materials regarding the Event did not include the required disclaimer and, because the Facility Rental Agreement had not accurately described the scope and activities to be conducted during the Event, SVCA had not previously required proof of liability insurance which would have been required for an organized event like a color run.
- In the absence of any proof of insurance and to ensure that SVCA was protected against liability claims that might arise from the color run, the GM informed the Event Organizer on July 19th that the Facility Rental Agreement had been revoked and that the rental fee / deposit would be returned. In this communication, which was delivered via email and by hand, the Event Organizer was also invited to submit a new Facility Rental Application with corrected information so that the event could take place as planned. A follow-up phone call was made on July 20th to ensure that the Event Organizer was aware of the change.
- No response was received by the Association to the July 19th communications. Accordingly, signs were placed at the Marina picnic shelter to make the community aware that the Event had been

canceled. Security was asked to inform people who might show up for that Event that it had been canceled and to document any activities that took place.

- On Saturday, July 22, Security reported that the posted signs were removed by Event organizers when they arrived at noon, and that a crowd was beginning to gather.
- The GM went to the picnic shelter to alert people in attendance that the Event was unauthorized and that any damage or injury that resulted from the Event was the sole responsibility of the event organizers.
- A member attending the Event approached the GM to say that the bylaws allowed members to use SVCA facilities at any time. The GM responded that this interpretation is incorrect. The member again asserted that the GM had no right to interfere with the Event.
- Certain people in attendance at the Event were generally abusive and several individuals directly confronted the GM, making threatening statements.
- The GM left the site while Security remained to monitor the Event and the Marina in general, as required by the standing post orders. At approximately 1:45 pm, Security alerted the GM that individuals attending the Event had been abusive toward him and he was no longer willing to monitor that location.
- The GM, accompanied by a Board Director, returned to the Marina picnic shelter to let the Event Organizer know that attendees at the Event were abusive to the guard, who had chosen to leave. Again, several event attendees acted in a threatening and abusive manner to the GM. A large amount of colored chalk could be seen in the grass adjacent to the pavilion, indicating that the color run had taken place.

Members of a Homeowners Association (HOA) such as Sudden Valley have the right to use the common areas, but their use of such areas is subject to the governing documents and rules of the HOA. HOAs have the express legal right to regulate the use of common areas. See RCW 64.38.020. And SVCA has done so in its Rules and Regulations as well as Bylaws Article III, Sections 20, 21 and 24.

When groups of individuals desire to use the common areas in an exclusive manner, SVCA requires that a Facility Rental Agreement be executed by the responsible party for the event. This practice has been in place for many years, and generally speaking, it works very well. The purposes of this type of agreement are to ensure that the planned event is appropriate for the location, to ensure that there are persons responsible in the event SVCA's facilities are damaged during the event and to ensure that insurance appropriate for the activities is in place to protect the Association from liability.

SVCA Bylaws Article III, Section 22 allow the Association to fine members of the Association who fail to adhere to SVCA's governing documents. Different violations are assigned fines of various levels, reflecting the seriousness of the individual behaviors. Fines are one of the only tools that the Association has to enforce its rules. The Association's goal is compliance and not issuance of fines, but fines can and will be imposed when violations occur. Another effective tool is community support in ensuring that the Association's rules are followed.

Rules & Regulations have been established over the course of Sudden Valley's existence to ensure that common areas are used appropriately and to provide an opportunity for all members to enjoy them. These rules are amended from time to time for the benefit of the community by the Board of Directors.