

Shelter Bay Community, Inc

Greenbelt Committee Process and Procedures

I. GOVERNANCE

The current Greenbelt Management Plan will guide the Greenbelt Committee.

- A. It is the responsibility of each Greenbelt Committee member to be familiar with this document and to uphold the Protective Covenants.
- B. The Greenbelt Committee is authorized to approve requests for Greenbelt Action, Greenbelt Maintenance Permits, and to provide oversight of tree-cutting and other greenbelt actions. The Committee will process Greenbelt Request Forms and adjudicate each request according to the Greenbelt Management Plan, Shelter Bay Covenants, By-Laws and policy directives formally received from the Board of Directors at the time. The Greenbelt Committee may from time to time request a policy decision of the Board, by making a motion to that effect.
- C. The Greenbelt Committee is a standing committee and will meet twice monthly on the second and fourth Thursdays at 9:00 a.m. in the Shelter Bay Clubhouse. The committee is composed of a Chair and Assistant Chair, two Board members, 3 other regular members and any number of alternate members.

II. PROCESS

A. Regular meeting format.

- 1. The Chair will preside over the meeting. Guests will be introduced and be the first item of business on the agenda. Any old business items (follow-up on previous requests, other pertinent issues) will be discussed next. New business will follow with a reading of each new Greenbelt Request Form, Greenbelt Maintenance Permit, and/or complaint followed by a discussion of each item. The committee will determine which of these requests require a site visit.
- 2. Following the business portion of the meeting, the committee will assemble and visit all the sites as recommended above.

B. Site Visitations.

- 1. The Chair will determine the order in which greenbelts/homeowners are visited.
- 2. The committee will introduce themselves to the homeowner before making a site inspection and request that the homeowner accompany them. If no one is home, the site visit may be rescheduled for the next regular meeting.
- 3. After completing the site visit the committee will gather and make their decision that the Chair will so note on the Greenbelt Request Form. This information will also be noted on the Greenbelt Agenda. Committee members will then sign off on the Greenbelt Request Form.

C. Special Meetings.

1. As required, the Chair may call for a special Greenbelt Committee meeting for the purpose of reviewing procedures, writing special notifications, developing work parties, or any other items of an emergency nature.
2. Formal Hearings. In the case where a homeowner disagrees in writing within 30 days of a committee's decision, the Chair will schedule a formal review with all affected parties and the Greenbelt Committee to attempt to resolve the dispute and reach an amicable compromise. If this cannot be achieved, the homeowner may appeal the Greenbelt Committee's decision following the Board adopted appeal process.

III. ROLES AND RESPONSIBILITIES

A. The Greenbelt Committee Chair has the following responsibilities:

1. Review all requests submitted for Greenbelt action before each meeting.
2. Review the Greenbelt Project Tracking Log and establish the agenda with input from the Committee Secretary and conduct each meeting.
3. Summarize and write committee comments on each Greenbelt Request.
4. Sign off and coordinate with the Committee Secretary in communicating the decision to the applicant (homeowner). A copy of the completed request will be mailed to the applicant (homeowner) and any other impacted lot sub-lessee.
5. Notify the Manager of any hazardous trees discovered and request that the manager contact the appropriate tree service for necessary action.
6. Prepare a written report for the monthly Board of Directors meeting.
7. Develop the annual budget request with the Committee and submit to the Shelter Bay Manager in January.
8. Prepare an Annual Greenbelt Report and deliver it at the Shelter Bay Annual Meeting in May.

B. The Assistant Chair is appointed by the Greenbelt Chair with approval of the committee and has the following responsibilities:

1. Preside over the meeting in the absence of the Chair and assume responsibilities outlined in III A.
2. Perform any other duties as requested by the Chair.

C. Monitors are assigned by the Chair as needed:

1. The Monitor is responsible for ensuring that the work is done safely, effectively and in accordance with the approved permit authorized by the Greenbelt Committee.
2. The Monitor is the interface between the homeowner, the tree service and the committee.
3. Make on-the-spot decisions regarding the work being performed.
4. The Monitor must be physically capable of walking through lot/greenbelt areas that may be sloped and may have dense vegetation/growth.
5. A Greenbelt Committee member should not be a monitor on any approved request in which they have a vested interest.

- D. A copy of the Greenbelt Monitor list of responsibilities will be provided for each monitor.
1. Have a copy of the approved Greenbelt Request Form on site.
 2. Be familiar with the job site before any cutting/trimming commences.
 3. Ensure that all the trees subject to cutting/trimming are properly marked insofar as safety permits.
 4. Arrive early and introduce yourself to the tree service foreman so he knows whom to contact if questions arise.
 5. Be as close to the work areas as possible but avoid getting in the way of the workers and their equipment. Observe the work from various perspectives (lots above/below, etc) to make certain the work being done to satisfy the approved work scope.
 6. Ensure that the Contractor's work is performed in a way that minimizes damage to the under story growth and/or all remaining vegetation and does not damage adjacent lots.
 7. Ensure the project clean up is completed prior to the Contractor's departure. Branches and debris should be chipped and blown back in or removed.
 8. Act as the liaison with neighbors who have questions or concerns regarding the work being performed.
 9. If applicable, use a megaphone or walky-talky to communicate with the tree service foreman.
 10. The monitor's word is final. He has the authority to stop work if the work is being performed in an unsafe manner, or is not being done in accordance with the approved Greenbelt Request.
 11. The Monitor **does not** have the authority to approve the removal of additional trees 6" or greater in diameter at a 5 foot height.
 12. If any outside interference occurs that disrupts the work, notify the Shelter Bay Manager of the situation.
 13. Do a post-cutting walk thru and summarize the cutting/trimming actions on the monitor report form and return it to the committee secretary.
- E. The Committee Secretary will maintain all records and provide a mechanism for committee access to records in her absence.
1. Setup, maintain and input data into the Greenbelt Request Tracking Log
 2. Input cost numbers and follow-up notes in the Greenbelt Request Tracking Log.
 3. File a copy of the Greenbelt Maintenance Permit form in the Greenbelt Maintenance Permit book and in the Homeowner's Lot file.
 4. For the monthly Board meeting prepare a statistical summary for the Chair's monthly report to the Board and each April report at the Shelter Bay Community Annual Meeting.
 5. Remind the Chair when annual Greenbelt Maintenance reviews are required.
 6. File the original completed Greenbelt Request Form (plus attachments) in the Lot File.
 7. Make 3 copies of completed requests; one for the Community Manager, another for the Monitor and a third, which is mailed to the homeowner within 5 business days.
 8. Maintain a record of uncompleted pending requests.
 9. Review approved Greenbelt Request Forms for needed monitors and contact those Greenbelt Committee members who have signed up to monitor and remind them of the timing.
 10. Contact the requesting Homeowner and other effected homeowners to coordinate the timing of the work and inform them who the monitor(s) will be. Remind the homeowner that he/she should be present while the work is being performed.

- F. Two Board Members will serve on the Greenbelt Committee and have the following responsibilities:
1. Attend each regularly scheduled Committee meeting.
 2. At least one should be in attendance at any Special Greenbelt Committee meetings.
 3. Act as liaison between the Committee and the Board of Directors.
- G. Alternate Greenbelt Committee members have the following responsibilities:
1. Attend all regular and special meetings if possible.
 2. Vote on Committee decisions, if needed for a quorum.
 3. May serve as Greenbelt Monitors.
 4. May serve on any Greenbelt Sub-Committees.
- H. Shelter Bay Community Manager has the following responsibilities to the Greenbelt Committee:
1. Annually provide a plan and map showing which areas the Shelter Bay Maintenance Department will maintain.
 2. Provide final cost data for each job.
 3. Advise the Chair each month of funding status and year-to-date expenditures.
 4. Schedule licensed, bonded, and insured contractors for approved greenbelt work.
 5. Prepare Greenbelt Request Forms as needed for community maintenance.

IV. FORMS AND TRACKING SYSTEMS

A. Greenbelt Request Form.

1. Any homeowner requesting work action or making a complaint regarding Greenbelt issues must do so on a currently approved Greenbelt Request Form or Complaint Form.
2. The back of the Greenbelt Request Form details the information required to be on or included with the Request Form. If pertinent information is missing, the request form will be returned to the homeowner with a note to complete the form before the Greenbelt Committee can take any action.
3. Requests Forms are valid for one year from the approval date or as noted on the form.
4. If the request deals with views, the form must state whether it is for view restoration or view creation. The committee will be guided by the Greenbelt Management Plan in making its decision, determining the scope of work to be accomplished and who will pay for the work requested and determination of Impact Fees, as applicable.
5. All requests will be reviewed on a first-come, first served basis.

B. Greenbelt Maintenance Permit Form.

1. Any homeowner wishing to “adopt” a greenbelt adjacent to their lot is required to submit a Greenbelt Maintenance Permit form.
2. The committee will review these requests and conduct a site visit (if necessary) to understand the scope of the request and approve of any work actions and related expenses.
3. The committee will strive to review each Maintenance Permit annually unless the Permit is canceled by the homeowner or the Committee. The permit is automatically extended until the homeowner sells his home.



shelter bay community, inc.

1000 Shoshone Drive • La Conner, WA 98257 • 360-466-3805

For Office Use Only

Applicant is a member
in good standing

Initials

Date

Greenbelt Request Form

Applicant's Name: _____ Lot #: _____ Street: _____ Telephone #: _____

Applicant's Mailing Address: _____ Date: _____

Specific description of complaint or work (refer to the Instructions for required and suggested exhibits). Applicant may attach additional pages. _____

I would be willing to pay all or part of the expenses: Yes () No ()

Adjacent or Impacted Owners: (See Instructions)

Signature: _____ Lot #: _____ Agree: _____ (Y/N) Signature: _____ Lot #: _____ Agree: _____ (Y/N)

Signature: _____ Lot #: _____ Agree: _____ (Y/N) Signature: _____ Lot #: _____ Agree: _____ (Y/N)

Signature: _____ Lot #: _____ Agree: _____ (Y/N) Signature: _____ Lot #: _____ Agree: _____ (Y/N)

Applicant has read and signed the Application documents. Signature: _____ Date: _____

----- **FOR COMMITTEE USE** -----

Site inspection by Greenbelt Committee:

Initials: _____ Name: _____ Initials: _____ Name: _____

Initials: _____ Name: _____ Initials: _____ Name: _____

Initials: _____ Name: _____ Initials: _____ Name: _____

Greenbelt Committee Comments: _____

Monitor required: _____ (Y/N)

Approved /Disapproved: Chairperson's Signature: _____ Date: _____

Date Work Performed: _____ Final Cost: _____ Permit expires: _____

Monitors Sign-In:

Name: _____ Signature: _____ Date/Time: _____

Name: _____ Signature: _____ Date/Time: _____

Distribution of Copies: File _____ Applicant _____ Manager _____ Monitors _____

- Read & Sign Instructions on Reverse Side -

Greenbelt Committee meets the 2nd & 4th Thursday of every month at 9:00 am at the Clubhouse. Applications must be received by 4:00 pm the Wednesday before in order to be on the agenda.

Instructions for Greenbelt Request Form

1. The Greenbelt Committee will act on an Applicant's request at the first meeting after the request is submitted. At that time, a site inspection will be made, weather permitting. It is preferred that the Applicant be home on the meeting date to discuss the request.
2. The application must include either a sketch that details the work requested and/or photographs of the work area. Photos must accompany any request for selective limbing, pruning and/or removal of trees. These photos must be clearly marked to indicate the work the Applicant is requesting.
3. All trees and shrubs listed in the request must be marked with colored tape (available in the office) as follows:
 - a. Red – tree to be removed
 - b. Yellow – tree to be trimmed, pruned, or limbs removed
 - c. Green – to be skirted (limbs removed at the base)
4. **Signatures from all impacted lot owners** (adjacent to work area or in view of work area) must appear on the front of this form and indicate either agreement or disagreement with the request. At the site inspection, the Committee may determine that other properties are also affected by the request and the signatures of those owners are required as well.
5. A signed copy of the request either approved, amended, or disapproved, will be mailed to the Applicant within 5 business days following a determination by the Greenbelt Committee. If an owner disagrees with the decision they may follow the Board approved Review/Appeal process. Copies are available in the office.
6. If an Appeal is not filed with the Rules Committee within 30 days of the decision the work will proceed. The Applicant will be notified that the work will proceed. The Community Manager will schedule the work to be done and all impacted owners will be notified.
7. Greenbelt Monitors may be on-site when the work is performed, at the discretion of the Committee.
8. Persons working in greenbelts acknowledge that Shelter Bay, Inc., or its Committees, do not accept any liability particular to the work or their actions performed.
9. A copy of the full Greenbelt Management Plan is available in the office and on the website.
10. I have read the above instructions. Applicant's Signature _____

Your cooperation regarding the above items will allow us to process your request in a timely manner. Thank you.

Greenbelt Committee meets the 2nd & 4th Thursday of every month at 9:00 am at the Clubhouse. Applications must be received by 4:00 pm the Wednesday before in order to be on the agenda.



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For Office Use Only	
Applicant is a member in good standing	
Initials _____	Date _____

Greenbelt Maintenance Permit

() *I would like to adopt a greenbelt.* Date: _____

Owner's Name _____ Lot # and Street _____

Agrees to maintain the Greenbelt located at _____

Persons working in the greenbelts acknowledge that Shelter Bay Community, Inc., or its Committees, do not accept any liability for the work or actions performed. Signature on this agreement signifies the applicant has agreed to these conditions.

Description of maintenance to be performed: _____

- () I understand that I will cut no trees greater than three inches (3") in diameter and that utilization of herbicides or pesticides must be pre-approved by the Greenbelt Committee.
- () I understand this Permit is subject to an Annual Greenbelt Committee Review and will remain in effect unless terminated in writing by either party.

Name: _____ (please print) Date: _____

Signature: _____

Adjacent or Impacted Lot Owners:

Signature: _____	Lot #: _____	Agree: ____ (Y/N)	Signature: _____	Lot #: _____	Agree: ____ (Y/N)
Signature: _____	Lot #: _____	Agree: ____ (Y/N)	Signature: _____	Lot #: _____	Agree: ____ (Y/N)
Signature: _____	Lot #: _____	Agree: ____ (Y/N)	Signature: _____	Lot #: _____	Agree: ____ (Y/N)

Greenbelt Committee: _____ Approved / Disapproved Date: _____

Chairperson: _____

Copies: Applicant _____ Office _____ File _____

Greenbelt Committee meets the 2nd and 4th Thursday of the every month at 9:00 am at the Clubhouse. Applications must be received by 4:00 pm the Wednesday before in order to be on the agenda.

Greenbelt Maintenance Guidelines

1. The Greenbelt Committee must approve any maintenance in advance. The Committee meets on the second and fourth Thursday of the month at 9:00 a.m. in the Clubhouse. The Committee will act on an Applicant's request at the first meeting after the request is submitted. A site inspection will be made, weather permitting. It is preferred that the Applicant is home on the meeting date to discuss the request.
2. Greenbelt maintenance includes the following:
 - a. Removal of any trees less than 3 inches in diameter.
 - b. Skirting of all remaining trees up to the height that can be reached safely from the ground, but no more than 40% of the trees green foliage may be removed.
 - c. Removal of all downed limbs and trees one (1) inch in diameter or more.
 - d. Clearing of undergrowth.
 - e. Mowing ~ If the greenbelt contains open grassy spaces, brush cutting and/or mowing is done as needed to prevent fire hazards and the encroachment of undesirable weeds and plants on the neighbor's properties. Cutting should be done as needed to maintain grasses at a height of one foot or shorter.
 - f. Replanting ~ Low maintenance trees, shrubs and/or grasses may be used for replanting, and such replanting requires the approval of the Greenbelt Committee. Grasses requiring frequent maintenance are discouraged. No tree or shrub may be planted in the greenbelt which is genetically predisposed to grow in such a manner that it might unreasonably depreciate the value or enjoyment of an existing view. See the attached listing for suggested replanting species.
3. You **must** remove all debris and trash from the site.

SHELTER BAY COMMUNITY, INC.
GREENBELT MANAGEMENT PLAN – 2005 (amended 3/20/07, 9/19/07)

1.0 INTRODUCTION

Shelter Bay Community, Inc. is a private community located on Fidalgo Island, just across the Swinomish Channel from the town of La Conner, Washington. It includes a marina connected to the Channel, which provides access to Puget Sound and the San Juan Islands as well as the Canadian Islands to the north. Shelter Bay Company developed the property on reservation land held in trust by the Bureau of Indian Affairs (BIA), U.S. Department of Interior, for the benefit of the Swinomish Indian Tribal Community/Allottees and lands owned in Fee Simple in Division 1 of the Shelter Bay Survey.

Shelter Bay is a community of approximately 400 acres, which includes greenbelts, parks, and recreation areas. Some of the greenbelts are held under the Master Lease; others are owned by the Community in fee simple in Division 1. The land on which the community was developed was largely covered by conifer and deciduous trees, with a natural water drainage pattern, topography, and a wetland/saltwater inlet that was later dredged to develop the fingered waterfront property and marina. Figure 1 shows Shelter Bay during the dredging phase, prior to upland lot development.

Initial dredging occurred around 1968. During development, roadways, water and sewer piping, and underground electrical utilities were installed to service the 914 lots that were ultimately surveyed and platted for future homes. To date, about 812 homes have been built. Some were built to capture views of the surrounding vistas; while other homes are shrouded by natural vegetation and mature trees for privacy. A map of Shelter Bay is found at the end of this report and illustrates the layout of the Shelter Bay Community development, identifying each lot and greenbelt tract.

Concurrent with development over the last 35 years, trees and shrubs have continued to sprout and grow in the greenbelts and common areas. Views that once may have been evident in the late 1960's and early 1970's have become partially or completely obstructed by the tree growth. This has resulted in some areas becoming overgrown and an increase of homeowner⁽¹⁾ requests for greenbelt action to trim, window, and remove trees in order to regain view that was once a feature of the homeowner's property. On the other hand, the natural vegetation and trees on the greenbelts have provided habitat for a variety of birds, deer, and other animals, and a significant number of homeowners have come to appreciate the natural state of the greenbelts and the wildlife that inhabits them. It is clear, however, trees and views and the benefits derived from each have come into conflict.

The Ad Hoc Greenbelt Master Plan committee was appointed to survey the greenbelts and to make recommendations to the Board of Directors. The committee's report was then sent to the community for membership input. The Greenbelt Management Plan is the result of the committee and member inputs.

(1) For purposes of this report, "homeowner" shall refer to either the sub-lease holder (under the Master Lease) or fee simple owner of the lot within the boundaries of Shelter Bay Community.

SHELTER BAY COMMUNITY, INC.
GREENBELT MANAGEMENT PLAN – 2005 (amended 3/20/07, 9/19/07)

It is understood that the alteration of the greenbelts must be done within the Covenants, Rules and Regulations of Shelter Bay. The Greenbelt Committee is authorized by the Protective Covenants (Article IV, Section 20) to approve permits to work in the greenbelts and to provide oversight of tree-cutting and other greenbelt actions.

Exhibit 1. Criteria for Tree Management in Shelter Bay Community

CRITERIA FOR TREE MANAGEMENT IN SHELTER BAY COMMUNITY

Master Lease, Page 7, Section 7, USE OF PREMISES: “.....parties hereby agree as follows:

(1) that development of the leased premises as herein contemplated will require removal of trees and stumps to the extent necessary in the construction of roads, streets and walks, the installation of utilities, the erection of buildings and structures, parking areas and clearing for view;

(2) that the timber remaining standing and growing on leased premises will contribute materially to the purposes for which the land is leased; and

(3) that the lessee may remove, at his sole discretion, all deciduous trees, but shall not remove conifers from the premises except in accordance with the plan of development as submitted by the Lessee and approved by the Secretary of Interior or his authorized representative.”

Master lease, Page 8, Section 9, A. PLANS AND DESIGNS: “....the Lessee shall submit to the Secretary for approval, a general plan and design for the proposed development of the entire leased premises; and the general plan shall include protective covenants to control the use of the land...”

Protective Covenants, Article I – ENFORCEMENT: “The power to enforce the restrictions, covenants, ...is to reside in Shelter Bay Community.....This Declaration is intended to replace any and all covenants and conditions to which said property has heretofore been subjected, and any and all covenants and conditions heretofore made affecting the said property are hereby declared null and void.”

Protective Covenants, Article II – GENERAL PURPOSE OF CONDITIONS: “...to insure the best use and most appropriate development of each building site thereof, to protect the owners of building sites against such improper use of the surrounding building sites, as will depreciate the value of their property;and in general to provide for a high quality of improvements of said property, and thereby enhance the value of investments made by owners of lots or leaseholds therein.”

Protective Covenants, Article VI – GENERAL PROVISIONS:

Section 7, Amendment of Declaration: This Declaration may be amended at any time by the affirmative vote of a two-thirds majority of the votes entitled to be cast by the members present or voting by mail at any annual meeting or at any special meeting specifically called for that purpose, at which a quorum is present.....Amendments to the covenants may be proposed by the Board of directors or by a petition signed by twenty-five (25) or more voting members. All proposed amendments must be:

Section 9, Approval by Department of Interior: “This Declaration has been approved by the Department of Interior, Bureau of Indian Affairs, Portland Area Office, Portland, Oregon on the 15th day of June 1976...”

By-Laws, Article VI – POWERS AND DUTIES OF DIRECTORS, Section 7: “.....To appoint such committees as the Board of Directors deems appropriate.....for the purpose of carrying out and administering the Covenants.....

Protective Covenants, Article III – DEFINITIONS, Section 1: “Said Property” shall mean all the land and tidelands abutting thereto encompassed within the Plat or Survey of Shelter Bay, Divisions 1-5, Skagit County, Washington.

SHELTER BAY COMMUNITY, INC.
GREENBELT MANAGEMENT PLAN – 2005 (amended 3/20/07, 9/19/07)

Exhibit 1. Criteria for Tree Management in Shelter Bay Community – Continued

CRITERIA FOR TREE MANAGEMENT IN SHELTER BAY COMMUNITY
PAGE 2

Protective Covenants, Article IV – COVENANTS AND RESTRICTIONS:

Section 5. “Trees, Shrubbery and Planting. No tree, shrub or hedge, in excess of 6 feet in height shall be placed or planted on any of said property without the written permission of the committee responsible. No tree, shrub or hedge shall be allowed to grow in such a manner that it becomes a nuisance, endangers or unreasonably depreciates the value or enjoyment of neighboring properties. No native trees with a trunk in excess of 6 inches in diameter, at 5 feet above ground level, will be removed or pruned, without the written permission of the committee responsible. A native tree is considered to be any longstanding tree not placed nor planted. *(Last sentence added 5/96)*

Skagit County Superior Court, Case 04-2-00198-9, May, 2004, Judge Susan Cook:

Summary Judgment: “...The covenant is relatively clear, and certainly in comparison to the prior one even clearer. What it means is that every property owner in Shelter Bay has the obligation to see to it that trees growing on their property are not allowed to grow in such a manner that they depreciate the enjoyment of neighboring properties. The enjoyment of neighboring properties includes views. And when trees grow in such a manner that they unreasonably depreciate the view of neighboring properties the, I guess it would be, sublessees actually are required to take action. And, that is what this covenant means.And I recognize that there is in Shelter Bay a distinct plan to protect native trees and particularly conifer trees. But that protection is subject to the protective covenants that those who live there and control their property, must control trees, shrubs, and hedges in such a way they don’t depreciate the enjoyment of neighboring properties....”

Note: Shelter Bay Community subleases from Shelter Bay Company all the Community Lands.

STANDING COMMITTEES:

Three standing committees are authorized by the Board of Directors to render approvals and to provide oversight of tree management under the provisions of the Master Lease and the Protective Covenants. These committees and their authorities are as follows.

Building Committee:

Guidelines allow the removal of trees after a *Building Permit* is issued, from the footprint of the house, garage and driveway and within ten ft. of the exterior wall (defined as the construction zone). Native trees (defined as not placed or planted and greater than six inches at five feet above the ground level) outside the construction zone may not be removed without prior approval of the Building Committee. *(12/13/06)*

Greenbelt Committee:

The Greenbelt Committee will review and decide upon applications and complaints for tree removal or modification on all community lands. Qualified expertise may be sought in some cases. After approval by the committee, work in the greenbelt areas shall be referred to the Shelter Bay Manager for accomplishment either by the maintenance crews, when practicable, or by a qualified outside contractor. The committee will consider factors such as, hazardous trees, diseased, dead or dying trees; potential windfall damage and nuisance proximity to homes; and loss of property value due to the loss of established views. Tree management/restoration, when requested, should use the following methods:

1. Pruning. The removal of portions of the branches.
2. Windowing. The balanced removal of limbs.
3. Skirting. The removal of branches at the base of a tree.
4. Tree removal
5. Topping. Removal of the top of a tree.

SHELTER BAY COMMUNITY, INC.
GREENBELT MANAGEMENT PLAN – 2005 (amended 3/20/07, 9/19/07)

Exhibit 1. Criteria for Tree Management in Shelter Bay Community – Continued

CRITERIA FOR TREE MANAGEMENT IN SHELTER BAY COMMUNITY
PAGE 3

Lot Committee: The Lot Committee shall review and decide upon applications and complaints for the removal or alteration of trees over 6 inches in diameter, five feet above ground level on all lots. The committee will consider factors such as, hazardous trees, diseased, dead or dying trees; potential windfall damage and nuisance proximity to homes; and loss of property value due to the loss of established views. Tree management/restoration, when requested, should use the following methods:

1. Pruning. The removal of portions of the branches.
2. Windowing. The balanced removal of limbs.
3. Skirting. The removal of branches at the base of a tree.
4. Tree removal.
5. Topping. Removal of the top of a tree.

Community Manager: As required in the Protective Covenants, Article IV, Section 20, the manager must interface with the Greenbelt Committee for work performed on Community Lands. In case of emergency or public safety, the manager may act without committee authorization but will report any actions taken to the committee.

Appeals: The plan for Shelter Bay under the Master Lease is to administer, through the Protective Covenants, By-Laws, Rules & Regulations, and Committee Guidelines, for the overall good and enhancement of the community as a whole. Maintaining and improving property values are desirable goals to this end. Thus, decisions to alter or remove some native trees may have to be made at the expense of the perceived ambiance afforded by the trees. When conflicts arise in connection with this standard, every effort should be made at the committee level to reach an amicable solution among all parties concerned. Parties involved, failing to reach an agreement, can appeal using the following process:

Appeal to Rules Committee: Should impasse result, appeal of a committee decision may be made to the Rules Committee, which decides if all governing documents have been followed. If any aberrations are noted, the parties should return to the committee level for resolution. If the Rules Committee finds that due process was followed, then the committee decision stands.

Appeal to Board of Directors: Only as a last resort should appeal be made to the Board of Directors. A decision by the Board is final. Appeals should be made and heard in a timely fashion to avoid undue delay in final resolution.

Approved by Board of Directors 6/28/05, 9/19/07.

SHELTER BAY COMMUNITY, INC.
GREENBELT MANAGEMENT PLAN – 2005 (amended 3/20/07, 9/19/07)

2.0 DEFINITION OF GREENBELT

In order to have a common understanding of what is meant by a “Shelter Bay Greenbelt”, it is defined as follows:

A greenbelt is that portion of the Community Lands other than subleased or owned lots, buildings, storage lots and roads, utilities and the associated facilities.

3.0 RATIONALE FOR THE GREENBELT MANAGEMENT PLAN

The purpose of the Greenbelt Management Plan is to identify in general terms, what greenbelt areas are to be maintained as natural, what areas are to have moderate levels of maintenance, what areas are to be groomed. This Plan will be used to guide the decisions of the Greenbelt Committee.

4.0 USES OF GREENBELTS

There are several distinctive uses for greenbelts, as described below.

- a. Utilities: Greenbelts are commonly used as right-of-way for certain utilities such as cable TV, telephone, and water and sewer lines.
- b. Drainage: Some greenbelts have been ditched to allow for drainage. These greenbelt ditches tie into other drainage ditches or catch basins, and function as a part of the overall community drainage system.
- c. Buffer: As a buffer, greenbelts can provide visual, auditory and wind screening and may serve to separate lots.
- d. Boundary: These are areas situated around the perimeter of the Shelter Bay Community, which typically contain a mix of trees and varying degrees of undergrowth.
- e. Habitat: In their various forms, greenbelts provide shelter and habitat for a variety of plant and animal species.
- f. Recreation: Some greenbelts lend themselves to recreational activities. As long as the activities are not destructive they may be allowed.

SHELTER BAY COMMUNITY, INC.
GREENBELT MANAGEMENT PLAN – 2005 (amended 3/20/07, 9/19/07)

5.0 GREENBELT MANAGEMENT GUIDELINES

All greenbelts in Shelter Bay are the responsibility of the community under Protective Covenants, Article 4, Section 20. The Greenbelt Committee is charged with overseeing the management of greenbelt areas. The following greenbelt management actions are listed in order of priority.

- a. **Public Safety:** Maintaining public safety is an essential part of greenbelt management. Situations that may create safety hazards may include, but are not limited to: diseased, damaged, leaning, or dead trees that pose a risk to residents; roadway visibility impairment; and threat of property damage. Any tree deemed by the Greenbelt Committee to be a hazard to persons or property shall be removed. Said trees are exempt from all other conditions, such as native trees (defined as not planted and greater than 6” at 5’ above ground), topography, and adjacent lot owner input. The Community Manager may handle emergency cases without committee input but will report all actions to the committee.

- b. **Fire Safety:** Some greenbelts are quite large and have limited or no access for fire-fighting capability. Access points need to be identified. The community will maintain greenbelts to reduce the fire hazard by first removing small trees and brush. Non-conifers may also be removed. Native trees can be limbed to approximately 20 feet above the ground. Native trees will be removed if overcrowding contributes to fire danger. Fire resistant plants may be planted to replace vegetation that has been removed. Community notification must be given for fire safety work, but homeowner approval is not required.

Exhibit 2. Firewise Guidelines

Greenbelt Firewise Guidelines in Shelter Bay Community

The Greenbelt committee will consider including one or more of the following Firewise activities at community expense in each greenbelt project, excluding view creation.

Out to a distance of at least 30 feet from the nearest house:

1. Removing dead and downed trees.
2. Removing downed limbs one inch in diameter or larger.
3. Trees three inches or less in diameter will be selectively removed.
4. Remaining trees may be skirted up to a height, which is easily and safely reached by a person from the ground, but no more than 40% of the tree’s green foliage may be removed.
5. At the discretion of the Greenbelt monitor trees up to six inches in diameter at five feet above ground level may be removed if the monitor deems it in the best interest for the health of the greenbelt.
6. Remove piles of brush.

All chipped and un-chipped material from the above activities will be disposed of at the discretion of the Community Manager.

SHELTER BAY COMMUNITY, INC.
GREENBELT MANAGEMENT PLAN – 2005 (amended 3/20/07, 9/19/07)

- c. Soil Stability and Run-off Control: Some greenbelts provide natural run-off control and help to mitigate damage caused by potential flooding and land erosion. Special care should be taken in these greenbelt areas.
- d. Views:
“View Restoration” is defined as reestablishing the view that the homeowner had when the lot was purchased. The committee should try to restore the view with the minimum of tree removal by windowing, skirting, trimming and topping where possible. Adjacent lot owners’ input must be considered but is not binding. The cost of view restoration and maintenance is borne by the community. View restoration projects should be coordinated with fire prevention work to control cost.

Exhibit 3. Criteria for View Restoration

CRITERIA FOR VIEW RESTORATION IN SHELTER BAY

The Greenbelt Committee is authorized by the Board, to determine if a neighbor has suffered an unreasonably depreciated value or enjoyment of their property due to the growth of vegetation in a greenbelt.

The Greenbelt Committee determines if a homeowner has suffered an unreasonable depreciation of the value or enjoyment of their property using the following approach:

First, it is unreasonable to try to restore the view any further back than the view that existed when the homeowner purchased the property. Second, the degree to which the view is restored must take into consideration the rights of the neighbors and should not unreasonably change the ambiance of the community.

To this end the committee uses the following guidelines:

The requesting homeowner should have some kind of proof of the existence of the view at the time the home was purchased. Such proof might consist of photographs or other such documentation. Such proof would give the Greenbelt Committee a goal to work toward. In the absence of such proof the Greenbelt Committee will only be able to guess at what the existing view was at the time of purchase and should err on the side of being conservative by authorizing a minimal restoration.

All homeowners impacted by this greenbelt action must be involved in the process.

The homeowner requesting the view restoration will identify the tree(s) in question. The members of the Greenbelt Committee may assist in identifying the trees in question as far as it is reasonable. In the end, the Greenbelt Committee bears the responsibility of deciding which trees will be trimmed, skirted, windowed, removed or topped.

The view will be evaluated from major viewing areas in or on the requesting owner’s home, such as the living or dining room and/or some outdoor viewing area. In evaluating a view from these vantage points the committee will be checking to see if any significant visual aspect of the view is being hidden by the tree(s) in question. If such is the case the committee will consider appropriate remedies to make the point of interest visible with the least amount of alteration to the trees. If the remedy requested merely adds a few degrees more of a mountain range or a water feature to an existing panoramic view, that is not considered reasonable and will not be permitted for that reason only.

Exhibit 3. Criteria for View Restoration – Continued

CRITERIA FOR VIEW RESTORATION IN SHELTER BAY
PAGE 2

Removing or altering healthy trees should be carefully considered as they are a valuable asset to the community. If the tree significantly hides a major feature in the view, the committee will consider trimming, thinning, skirting, windowing, removing, or topping. Except in the case of removal, no more than 40% of a tree's green foliage should be removed. In most cases when the decision is between removing or topping, the tree should be removed unless that that would unreasonably impact the neighbors. The reason for removing rather than topping is that topping is only a temporary solution. A topped tree will soon grow back into the view space. If a panoramic view has become significantly obscured because of the growth of trees, an attempt should be made to partially restore the view by thinning the limbs on the trees so the homeowner will be able to look through the trees. If this does not create a reasonable view, selective thinning of the trees should be considered.

All decisions of the Greenbelt Committee are subject to appeal first to the Rules Committee and then to the Board. Such appeals must be based on whether the Greenbelt Committee has followed the guidelines as adopted by the Board in a reasonable manner.

“View Creation” is defined as establishing a new view that did not exist when the current homeowner purchased the lot. The committee should try to create the view with the minimum of tree removal by windowing, skirting, trimming and topping where possible. Adjacent lot owners' input must be considered by the committee in making its decision. The homeowner will bear the cost of view-creation actions. It would be advantageous for owners to coordinate with fire protection work to proceed and to get other neighbors to participate in the cost, as they, too, will benefit. Although the community is responsible to maintain the greenbelts, it is not the community's responsibility to create new views.

Exhibit 4. Criteria for View Creation

CRITERIA FOR VIEW CREATION IN SHELTER BAY

View creation means enhancing or expanding a view beyond that which existed when a homeowner purchased the home, or enhancing a view which has been restored to a reasonable degree as judged by the Board and/or the Greenbelt Committee.

In establishing these guidelines the Board recognizes that, in addition to the initial cost of creating the view, there is also an ongoing expense of maintaining that view, which should be born at least in part by the individuals benefiting from the created view.

Keeping that in mind, the following guidelines will guide the Greenbelt Committee in controlling view creation.

Guidelines

The Greenbelt Committee is authorized by the board to determine if view creation is reasonable and to what extent.

The following guidelines should be applied conservatively. Should the Greenbelt Committee determine that view creation is reasonable, the following guidelines should be applied conservatively:

Exhibit 4. Criteria for View Creation – continued

CRITERIA FOR VIEW CREATION IN SHELTER BAY
PAGE 2

The requesting homeowner will bear the total cost of the project plus the lesser of \$1,000 or 20% of the total cost of the project to be collected by the community as an impact fee to defray the cost of future maintenance. A deposit of \$1,000 must accompany the application for view creation. The requesting homeowner may present their final receipts when the project is completed to receive a refund of the difference if 20% of the project is less than \$1,000. *(BOD 5/21/08)*

- The requesting homeowner will bear the responsibility and expense of acquiring a Shoreline and Sensitive Areas permit from the tribe if it is deemed required by the Greenbelt Committee due to the steepness of the slope, the proximity of a sensitive area or within 200 feet of the mean high tide point measured horizontally.
- The requesting homeowner will also bear the cost of any mitigating activities that might be deemed necessary by the Greenbelt Committee such as replanting the area with low maintenance native species or to maintain proper drainage.
- The requesting homeowner will identify the tree(s) in question with appropriately colored ribbons. The first trees to be removed should be those, which are dead, rotten, damaged, diseased, and /or having multiple tops. Next alders, willows, and maples should be considered for removal. Conifers should be the last trees to be considered for altering or removal. The members of the Greenbelt Committee may assist in identifying the trees in question as far as it is reasonable. In the end the Greenbelt Committee bears the responsibility of deciding which trees will be trimmed, skirted, windowed, topped, or removed in compliance with the Shoreline and Sensitive Areas permit if required.
- Any view creation must take into consideration the rights of the neighbors and should not unreasonably change the ambiance of the community. All residences impacted by this greenbelt action must be involved in the process.

The committee must consider the following:

- Slope stability must be maintained and soils erosion must be prevented.
- The aesthetics and ambiance of the area must be maintained.
- Proper stormwater and surface water drainage shall not be impacted by the proposed action.
- Fire fuel reduction and the creation of both horizontal and vertical firebreaks must be included.
- Future maintenance should be kept to a minimum.

The requesting party should be encouraged to submit a Greenbelt Maintenance Agreement giving them permission to maintain the greenbelt in question.

The view will be evaluated from major viewing areas in or on the requesting owner's home, such as the living or dining room and/or some outdoor viewing area. In evaluating a view from these vantage points the committee will be checking to see if any significant visual aspect of the view is being hidden by the tree(s) in question. If such is the case the committee will consider appropriate remedies to make the point of interest visible with the least amount of alteration to the trees. If the remedy requested merely adds a few degrees more of a mountain range or a water feature to an existing panoramic view, that is not considered reasonable and will not be permitted for that reason only.

Exhibit 4. Criteria for View Creation - continued

CRITERIA FOR VIEW CREATION IN SHELTER BAY
PAGE 3

Removing or altering healthy trees should be carefully considered, as the trees are a valuable asset to the community. If the tree significantly hides a major feature in the view, the committee will consider trimming, thinning, skirting, windowing, removing, or topping. Except in the case of removal, no more than 40% of a tree's green foliage should be removed. In most cases when the decision is between removing or topping, the tree should be removed unless that would unreasonably impact the neighbors. The reason for removing rather than topping is that topping is only a temporary solution. A topped tree will soon grow back into the view space. If a panoramic view is desired, an attempt should be made to partially create the view by thinning the limbs on the trees so the homeowner will be able to look through the trees. If this does not create a reasonable view, selective thinning of the trees should be considered.

All decisions of the Greenbelt Committee are subject to appeal first to the Rules Committee and then to the Board. Such appeals must be based on whether the Greenbelt Committee has followed the guidelines as adopted by the Board in a reasonable manner.

6.0 GREENBELT CONSIDERATIONS

- a. Private Parties Maintaining Greenbelts: Over the years, some homeowners have modified portions of greenbelts adjacent to their homes and maintain them on their own. It is important to emphasize, under the Greenbelt Management Plan, that homeowners wishing to "adopt" and maintain a portion of the greenbelts must go through the Greenbelt Committee's approval process before making modifications.

The principle of "Adverse Possession" does not apply. In no instance do greenbelts maintained by homeowners become part of the adjacent lot; rather, they remain as greenbelt for use and enjoyment of the Shelter Bay Community as a whole. Homeowners who have modified and maintained greenbelt areas and who are selling their homes need to make clear to the buyer that they have maintained portions of the greenbelt. If the new owner does not agree to maintain that area, continued maintenance is at the discretion of the Greenbelt Committee.

- b. Sensitive Areas: Sensitive greenbelt areas as noted on Appendix A, Shelter Bay Greenbelt Map, require special consideration for mitigation measures due to their physical characteristics and environmental importance. Sensitive areas include, but are not limited to, significantly sloped areas with erosion potential; water inundated or saturated areas such as toe areas below steep slopes; marine shorelines and the adjacent area within 200 feet of the shoreline. Actions in sensitive areas may require input from qualified consultants for determining the best approach for the project.

SHELTER BAY COMMUNITY, INC.
GREENBELT MANAGEMENT PLAN – 2005 (amended 3/20/07, 9/19/07)

In the process of approving Greenbelt Action Requests, the Greenbelt Committee must take into consideration the possibility that a tribal Shorelines and Sensitive Areas (SSA) permit may be required. An SSA permit is required if one or more of the following applies and if the trees to be removed or altered are 4 inches or more in diameter.

- The tree is within 200 feet horizontally from the mean high tide level.
 - The project is on a slope of 30 degrees or more or within 50 feet of the top of such a slope. (BOD amended 3/20/07)
- c. Use of Herbicides and Pesticides: Herbicides and pesticides will be used cautiously in greenbelt areas, as needed, so as to minimize potentially harmful effects on the area.
- d. Non-permitted Greenbelt Activities: Non-permitted greenbelt activities such as tree modification, dumping of debris, removal or ground cover, will be referred by the Greenbelt Committee to the Rules Committee, and will be subject to fine. (Reference Article IV, Section 15 of the Protective Covenant.
- e. Nuisance Trees and Vegetation: Nuisance trees and vegetation are defined as trees and vegetation that are not unsafe, but create unwanted conditions for the homeowner. Management actions for nuisance trees and vegetation will be the same criteria as those for view.

SHELTER BAY COMMUNITY, INC.
GREENBELT MANAGEMENT PLAN – 2005 (amended 3/20/07, 9/19/07)

Figure 1. Dredging of Shelter Bay.

