

**shelter bay community, inc.**  
**Lot Committee Guidelines**

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The Lot Committee acts on complaints or requests for permits by Community Members. Forms may be downloaded from the website: [www.shelterbay.net](http://www.shelterbay.net) or obtained from the office.

**MISSION STATEMENT**

*The Lot Committee’s mission is to ensure the best and most appropriate use of each lot, to protect the Community and its members against improper uses, and to enhance the value of investments. To that end, the Committee will enforce the governing documents of Shelter Bay Community, Inc. pertaining to residential lots, mediate conflicts between members regarding these issues, and oversee the management of the Vehicle Storage Lot facility.*

**GUIDELINES AND PROCEDURES**  
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**LOT COMMITTEE GUIDELINES AND PROCEDURES**

**AUTHORITY**

**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 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 and 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 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.

**DEFINITIONS**

- A. **Members.** When referred to in these Guidelines, members of Shelter Bay have differing roles dependent upon the type of activity taking place on a lot. When referenced in these Guidelines, those roles are defined as follows:
1. **Applicant or Requestor.** The member requesting/applying for a permit or to have action taken by the Lot Committee.
  2. **Impacted Member.** A member who will be required to take action on their lot based upon the requested action.
  3. **Adjoining Member.** A member whose lot abuts the lot of the requestor/applicant.
  4. **Affected Member.** A member who could be directly affected by the requested action.
- B. **Notify.** When referred to in these Guidelines, the term notify is defined as any means of communication between the Lot Committee and a member, including, but not limited to, written correspondence via the U.S. mail, electronic communication, telephone call, person to person contact, and door hangers.

**I. GOVERNANCE**

- A. It is the responsibility of each Lot Committee member to be familiar with this document and to uphold the Protective Covenants.
- B. The Lot Committee is authorized to review complaints and act on requests for lot rules enforcement, lot maintenance, and to provide oversight of tree-cutting and requests for view actions. The Committee will process the Lot Committee Request for Permit and adjudicate each request according to the procedures stated within these Guidelines, the Rules and Regulations, Shelter Bay By-Laws and Declaration of Protective Covenants. As necessary, the Lot Committee shall request a policy decision of the Board, by making a motion to that effect.
- C. The Board of Directors is the final arbiter of all Lot Committee actions.
- D. The Lot Committee is a standing committee and will meet twice monthly on the first and third Thursday at 9:00 a.m. in the Shelter Bay Clubhouse. The Committee is composed of seven regular members, two of which are Board members, and any number of alternate members as deemed necessary.

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## **II. PROCESS**

### **A. Meeting Format.**

1. The Chair will set the agenda and preside over Committee meetings according to Board policy as provided for in Rules and Regulations, Part II – Administrative, Chapters 20 and 40.
2. Following the business portion of the meeting, the Committee will assemble and visit all the sites as needed.
3. As necessary, the Chair will call a Special Meeting of the Committee.

### **B. Site Visits.**

1. The Chair will determine the order in which sites are visited.
2. While making the site visit, the Committee will introduce themselves to the member and ask if they would like to accompany them. If no one is home, as a general rule, the Committee will leave a door hanger and complete the site review. Another visit will be scheduled if the Committee has additional questions about the lot request.
3. After completing the site visit, the Committee will reassemble at the published meeting location and reach their decision. The Chair will record the action on the Lot Committee Request for Permit.

### **C. Fines for Violations.**

The Lot Committee will make recommendations to the Rules Committee regarding fines for violations of the Covenants and Rules and Regulations according to the schedule of fines provided in Rules and Regulations, Part I - General.

## **III. ROLES AND RESPONSIBILITIES**

### **A. The Lot Committee Chair is appointed by the Board and has the following responsibilities:**

1. Review all requests submitted for Lot Committee action before each meeting.
2. Establish the agenda with input from the Committee Secretary and conduct the meeting.
3. Summarize Committee comments on each Lot Committee Request for Permit and sign.
4. Communicate the Committee's decision to the applicant (member) and any affected members. A copy of the completed permit will be provided to the applicant (member).
5. Notify the Manager of any request that affects Community operations.
6. Assign site monitors as needed.
7. Prepare a written report for the monthly Board of Directors meeting.
8. Develop the annual budget request with the Committee and submit it to the Manager in January.
9. Prepare an Annual Committee Report and deliver it at the Shelter Bay Community Annual Meeting the first Saturday in May.

### **B. The Vice Chair is appointed by the Lot Committee Chair with the approval of the Committee and has the following responsibilities:**

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

### **C. Regular Lot Committee members have the following responsibilities:**

1. Read and understand these guidelines.
2. Attend each regular and special meeting, if possible.
3. Make and second motions and vote on Committee decisions.
4. Serve as Lot Committee Monitors as needed. When serving as a monitor, the member will observe the responsibilities as provided on the Lot Committee Monitor Checklist.
5. Read and abide by the Good Faith Conduct Statement.

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- D. Alternate Lot Committee members have the following responsibilities:
1. Alternate members are responsible for attending Committee meetings and being available to be seated by the chair to assume the role and responsibilities of an absent regular member for a meeting and/or an interim period, as needed.
  2. Alternate members are a vital component of the committee's make-up and are encouraged to participate in the discussion of Committee business. However, alternate members shall not make, second or vote on motions unless seated in the absence of a regular member.
- E. Two Board Members will serve as regular members of the Lot Committee and have the following responsibilities:
1. Act as liaison between the Committee and the Board of Directors.
  2. Ensure Committee decisions are consistent with Board strategies and the Governing Documents.
- F. Shelter Bay Community Manager has the following responsibilities to the Lot Committee:
1. Coordinate the budget preparation process and provide budgetary updates.
  2. Coordinate with the Swinomish Tribe on actions requiring approval under the Shoreline and Sensitive Areas Code.
  3. Coordinate maintenance activities for the Vehicle Storage Lot.
  4. Provide additional support to the Committee as appropriate.
- G. Applicant or Requesting Member Responsibilities:
1. Complete the Lot Committee Request for Permit thoroughly including obtaining the signatures of any impacted, adjoining and affected members to indicate they have been notified. The Lot Committee will determine if there are additional affected members and ask the Requestor to make such notifications and obtain signatures.
  2. Be available to the Committee to answer questions.
  3. Allow the Lot Committee access to the lot or dwelling in order for committee members to obtain the information they deem necessary to make an informed decision.
  4. Have the signed/approved permit in possession before proceeding with the work. No work is to be scheduled until the Committee has approved the request.
- H. Lot Committee Communication Process with Applicant/Requestor:
1. The Lot Committee Chair will review the Lot Committee Request for Permit. If the Permit is complete, it will be placed on the Agenda for the next regular meeting.
  2. The Committee will file a copy of the Lot Permit in the Committee Permit Book and in the Member/Applicant's Lot File.
  3. After the Committee has reviewed the Lot Committee Request for Permit and reached a decision, the decision will be noted on the Permit and the applicant and any impacted, adjoining or affected members, as determined by the committee, will be notified.
  4. During review of a Lot Committee Request for Permit, if the parties cannot agree on the action requested, the Committee will offer mediation to the affected parties, pursuant to the adopted procedures, Rules and Regulations, Part II, Chapter 20.
  5. In the case where a member disagrees with the Committee's decision, the member may request a Formal Committee Decision Review and subsequently appeal that decision following the Board adopted appeal process, Rules and Regulations, Part II, Chapter 20.
  6. The Member/Applicant will coordinate the timing of the work and inform the Lot Committee in a timely manner in order for site monitors to be coordinated as needed.
  7. For those actions located in an "SSA" (Shoreline and Sensitive Area) additional permitting and/or restrictions may apply, as determined by the Swinomish Indian Tribal Planning Department, and will be communicated to the Requestor.
  8. If a matter is not resolved to the satisfaction of the Lot committee, the violation may be referred to the Rules Committee with a fine recommendation.

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**IV. FORMS AND TRACKING SYSTEMS**

**A. Lot Committee Request for Permit.**

1. For those issues governed by the Lot Committee, any Community Member requesting work to be performed on a lot must do so on a Lot Committee Request for Permit.
2. The reverse side of the Lot Committee Request for Permit details the information required to be on or included with the Request. If pertinent information is missing, the Lot Committee Request for Permit will be returned to the member/applicant with a note to complete the form before the Lot Committee can take any action.
3. An approved Lot Committee Request for Permit is valid for one year from the date of issuance or the date of any other final action on the permit request. Permits run with the lot and are transferrable to a subsequent owner.
4. If the request concerns view-related issues, the form must state whether it is for view restoration or view creation.
5. Completed requests will be reviewed at the first scheduled meeting following submittal to the Office. All requests must be submitted by 5:00 p.m. on the Friday before the week of the next meeting.

**B. Incident-Concern-Complaint Form.**

1. Any Member wishing to notify the Committee of an Incident, Concern, or Complaint, must do so on an Incident-Concern-Complaint form.
2. All requests must be submitted by 5:00 p.m. on the Friday before the next regular meeting.
3. The Committee will review the matter and communicate with the affected member(s).
4. If a matter is not resolved to the satisfaction of the Lot committee, the violation may be referred to the Rules Committee with a fine recommendation.

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**SHORELINE AND SENSITIVE AREAS**

**AUTHORITY**

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**Abbreviated Guidelines for Shoreline and Sensitive Areas (SSA) – Taken from Title 19, Environmental Protection, Chapter 4, Shorelines and Sensitive Areas, as developed by the Swinomish Tribal Community**

**Definitions:**

Shorelines: Includes 200' from waterways, including our marinas.

Sensitive Areas:

Wildlife Area: Habitat for a variety of species located throughout Shelter Bay.

Wet Lands: None in the Shelter Bay development areas.

Geological Hazardous Area: As summarized below.

**Shoreline Actions:**

Trees over 4" dbh cannot be cut without permit or exemption.

Windowing, Skirting and Topping, if done where tree is 4" or less at topping point, is permitted.

No "large surface modifications" are allowed.

Dead standing trees are not exempt unless they could cause damage to property.

Placed or planted trees are not exempt.

In emergency, a hazardous tree may be removed and then the permit application made.

**Geological Hazardous Sensitive Areas:**

A "Geological Hazardous Sensitive Area" means an area that may not be suitable for development because of susceptibility of erosion, sliding, earthquakes or other geological events and includes areas of historic failure.

Slopes greater than forty degrees (40°) with a vertical relief of ten feet (10') or more feet are considered Geological Hazardous Areas and require a permit.

Consolidated Rock: No soil for vegetation. Requires a 50' buffer zone from top of slope for slopes steeper than eighty degrees (80°).

Unconsolidated Rock: Enough soil for vegetation. Requires a 50' buffer zone from top of slope for slopes steeper than forty degrees (40°).

Reference Swinomish Tribal Code Title 19, Chapter 4

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**General Notes:**

A "Clinometer" (or Inclinometer) is available in the Office to establish slope.

Committees will require the Member/Builder to supply Building and/or SSA Permits.

Geo Hazard restrictions stay in effect unless overridden by a new permit.

Distance measurements are taken horizontally and do not follow the contour of the ground.

**GUIDELINES**

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Shoreline and sensitive areas include, but are not limited to, marine shorelines, improvements within the Shelter Bay Marina and Harbor areas including private docks, piers and floats, and geologic hazard areas characterized by steep slopes, sloped areas with erosion potential, or water inundated or saturated areas. All projects within SSA's are subject to the permitting requirements of the Swinomish Indian Tribal Community's Tribal Code on Environmental Protection of Shoreline and Sensitive Areas.

**PROCEDURE FOR IMPLEMENTATION**

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Shoreline and Sensitive Areas (SSAs) require special consideration for mitigation measures due to their physical characteristics and environmental importance. Actions in sensitive areas may require input from qualified consultants for determining the best approach for the project.

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1. In the process of approving Requests for Lot Committee Permit, the Lot Committee must take into consideration the possibility that a Tribal Shoreline and Sensitive Area Permit may be required. An SSA Permit is required if one or more of the following applies and if the trees or branches to be removed or altered are 4 inches or more in diameter.
  - The project is within 200 feet of the shoreline at the mean high tide level.
  - The project is on a slope of 40 degrees or more or within 50 feet of the top of such a slope.
2. If the Lot Committee Request for Permit falls within an SSA, the Community will coordinate the necessary permits and reporting requirements with the Tribe. The Tribe may determine mitigation actions or fees which will be required of the member for the action on their lot.

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**TREES AND LANDSCAPING**

**AUTHORITY**

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**Protective Covenants, Article IV – Covenants and Restrictions, Section 5:**

**Section 5. “Trees, Shrubbery and Planting.** No tree, shrub or hedge with the potential to grow in excess of 15 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 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. Removal or pruning of any tree located within a regulated Shoreline or Sensitive Area requires a permit from the committee responsible.”

**Rules and Regulations, Part I – General:**

- 1.2 Shelter Bay members are responsible for maintenance of their lots: mowing, clearing of overgrown brush and dead trees, drainage and ditching. Any lot that the committee responsible deems neglected and in need of mowing will be mowed by the community and the member will be billed the customary charge.

**GUIDELINES**

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**Lot Committee:** The Board of Directors has authorized the Lot Committee to review and decide upon applications on lots for the:

- 1) Planting of a tree that has the potential to grow in excess of 15’ in height.
- 2) Removal of trees over 6” in diameter measured at 5’ in height above ground level (dbh).
- 3) Removal of trees or branches 4” or more in diameter in those areas designated as a Sensitive and Shoreline Area (SSA).

**Community Manager:** In case of emergency or public safety, the Community Manager is authorized to act without Committee approval, but will report any action taken to the Committee.

**PROCEDURE FOR IMPLEMENTATION**

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1. The Lot Committee will review the Lot Committee Request for Permit to determine that all plantings are in keeping with the Covenant requirements and will not become a nuisance or view obstruction in the future.
2. When a permit requests the pruning or removal of trees:
  - a. The Committee will determine that the trees or growth are on the requesting member’s lot.
  - b. For action located in an “SSA” (Shoreline and Sensitive Area) additional permitting and/or restrictions may apply, as determined by the Swinomish Indian Tribal Planning Department.
  - c. The Committee will communicate the proper disposal of the cut wood to the member.
3. No permit is required to trim an overhanging tree branch from a tree located on a neighboring property, unless the tree is greater than 6” dbh or located in an SSA and greater than 4” dbh. Any such overhanging branch may only be trimmed back to the property line, unless additional trimming is approved by the owner of the lot containing the tree.

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**VIEW RESTORATION**

**AUTHORITY**

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**Master Lease, Page 7, Section 7, Use of Premises:**

It is recognized by the parties hereto that there is timber on the leased premises and the parties 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 . . .

**Protective Covenants, Article IV – Covenants and Restrictions, Section 5:**

**Section 5. Trees, Shrubbery and Planting.** No tree, shrub or hedge with the potential to grow in excess of 15 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 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. Removal or pruning of any tree located within a regulated Shoreline or Sensitive Area requires a permit from the committee responsible.

**OTHER REFERENCES:**

**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...."

**GUIDELINES**

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**"View Restoration"** is defined as reestablishing the view that the Requesting Member had when the lot was purchased or any time subsequent thereto. The date of purchase is the date which the lot was actually purchased through the exchange of monetary funds. The purchase date does not include a transfer of the property through a Quit Claim Deed, inheritance, placing the property in or out of a Trust, LLC, or other such transfer. The member with the lot on which the obstructing growth exists shall bear the cost of the view restoration and/or subsequent maintenance.

The Lot Committee will work with the Requestor(s) and the Impacted Member(s) to facilitate a resolution of the view restoration action. If agreement between the parties cannot be reached, the Lot Committee will make the final decision on the view restoration request. The input of adjoining and affected members will be considered, but is not binding. The Lot Committee is authorized by the Board to determine what view is reasonable and to what extent it can be recaptured.

**PROCEDURE FOR IMPLEMENTATION**

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Criteria for View Restoration on Lots in Shelter Bay.

1. The Lot Committee is authorized by the Board of Directors to determine if a member has suffered an unreasonably depreciated value or enjoyment of their property due to the growth of vegetation on a lot.
2. Members who believe they may be entitled to a view restoration, may apply by completing the Lot Committee Request for Permit. Upon receipt of a request for a view restoration, the Lot Committee will determine if the applicant/member has suffered an unreasonable depreciation of the value or enjoyment of their property using the following approach:
  - a. Restoration of a reasonable view using the date of purchase or any subsequent view as a guide.
  - b. 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.
3. To this end the Lot Committee uses the following guidelines:
  - a. It is helpful if the requesting member has some kind of proof of the existence of the view at the time the home was purchased or when the view upgraded. Such proof might consist of photographs or other such documentation. This documentation would give the Lot Committee a goal to work toward. In the absence of such documentation, the Lot Committee may utilize the services of an independent arborist to provide a professional opinion to assist the committee in determining what view previously existed.
  - b. In facilitating an agreement between the parties, the Lot Committee will use sound tree management to reasonably restore the view.
  - c. The member requesting the view restoration will identify the tree(s) in question. The members of the Lot Committee will assist in identifying the trees in question as far as it is reasonable.
  - d. The view will be evaluated from major viewing areas in or on the requesting member's home, such as the living or dining room and/or some other viewing area. In evaluating a view from these vantage points the Lot Committee will be checking to see if any significant visual aspect of the view is being hidden by the tree(s) or branches of trees in question. If such is the case, the committee will consider appropriate remedies to make the point of interest visible. The ridgeline height of a structure may be used as a point of reference in determining view restoration actions.
  - e. If trees significantly hide a major feature of the view, the committee will consider actions including trimming, thinning, skirting, windowing, removing, or topping. If a panoramic view has become significantly obscured because of the growth of trees/vegetation, an attempt will be made to partially restore a view corridor by trimming the limbs on the trees back to the trunk so the member will be able to look through the trees. If this does not restore a reasonable view, selective thinning of the trees will be considered.
  - f. For action located in an "SSA" (Shoreline and Sensitive Area) additional permitting and/or restrictions may apply, as determined by the Swinomish Indian Tribal Planning Department.
  - g. When the view encompasses growth on multiple downhill lots, the Lot Committee will try to restore a reasonable view using view corridor(s).
  - h. The input of adjoining and affected members will be considered, but is not binding.
  - i. Absent an agreement between the requesting and impacted parties, the Lot Committee will decide which trees will be trimmed, skirted, windowed, removed or topped.

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4. The Lot Committee will notify the requesting member of the date and time of the committee meeting at which it will review the view restoration request. The Committee will determine whether to make a site inspection at that time. It is preferable that the member requesting the view restoration (or their authorized agent) be at the site or available to answer questions.
5. In the event an agreement on an Action Plan to restore the view cannot be facilitated between the requestor(s) and the impacted member(s) the Lot Committee may hire a professional arborist to assist with the development of an Action Plan recommendation at the expense of the Lot Committee. The final Action Plan approved by the Committee will be executed to achieve the view restoration.
6. A signed copy of the Lot Committee Request for Permit – either approved or amended – will be mailed to the requesting, impacted and any affected members, as designated on the permit, following determination by the Lot Committee.
7. The view restoration work will not be scheduled for a period of 30 days in order to allow members the right to have the decision formally reviewed or appealed.
8. The Lot Committee will provide site monitors while the view restoration work is in progress. The site monitors will report to the Committee. The Committee will make the final determination if the work performed is satisfactory.
9. If the Action Plan is not executed as directed, the non-compliant member may be referred to the Rules Committee with a fine recommendation.

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**VIEW CREATION**

**AUTHORITY**

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There are no authorities for the granting of a view creation. View creation shall only be accomplished when both the requesting party and the impacted party are in agreement.

**GUIDELINES**

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“**View Creation**” is defined as establishing a view that did not exist when the current member purchased the lot. All members involved with a view creation, both requestor(s) and impacted member(s) must be in agreement with the view creation, before the Lot Committee will consider the request.

1. View creation means enhancing or expanding a view beyond that which existed when a member purchased the home.
2. The member requesting the work will bear the cost of View Creation actions.

The Lot Committee will work with the parties to implement the view creation.

**PROCEDURE FOR IMPLEMENTATION**

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1. The Lot Committee will review the Lot Committee Request for Permit to determine that all requesting and impacted parties have been notified and are in agreement with the proposed view creation. The Lot Committee will not consider view creation requests which do not have full agreement between the parties.
2. The Lot Committee will determine/confirm the following:
  - a. All subject trees/vegetation are located within the affected lots.
  - b. Whether or not the trees/vegetation are located within a SSA. For action located in an “SSA” (Shoreline and Sensitive Area) additional permitting and/or restrictions may apply, as determined by the Swinomish Indian Tribal Planning Department.
3. The Lot Committee will advise the parties of the proper disposal of the cut wood.
4. Parties are to advise the Lot Committee of the schedule for the view creation work.
5. Once a view creation is complete it becomes the requesting lot’s view and shall be considered as a view restoration in future years. The Committee will insure that the view is properly documented and that all parties are made aware of their long-term obligations.

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**HAZARDOUS TREE REMOVAL**

**AUTHORITY**

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**Protective Covenants, Article IV – Covenants and Restrictions, Section 5:**

**Section 5. Trees, Shrubbery and Planting.** No tree, shrub or hedge with the potential to grow, in excess of 15 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 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. Removal or pruning of any tree located within a regulated Shoreline or Sensitive Area requires a permit from the committee responsible.

**GUIDELINES**

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A hazardous tree is defined as a tree that has the potential to harm persons or property. The Board has granted the Lot Committee the authority to review and make decisions regarding hazardous trees on lots.

**PROCEDURE FOR IMPLEMENTATION**

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If a member is concerned about a hazardous tree on a lot and has completed a Lot Committee Request for Permit:

1. The Lot Committee will determine if the growth is a danger to the safety of the resident or neighbors,
2. The owner of the lot on which the tree is located will be responsible for the cost of removal.
3. The Lot Committee will determine whether a Lot Committee member will monitor the action taken, particularly on the cutting of multiple trees.
4. For action located in an “SSA” (Shoreline and Sensitive Area) additional permitting and/or restrictions may apply, as determined by the Swinomish Indian Tribal Planning Department.

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**UNKEMPT LOTS AND MAINTENANCE**

**AUTHORITY**

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**Articles of Incorporation, Article II, Purposes:**

1. To care for any lots and plots in said property, to kill, destroy and/or remove from any said lots and plots, grass, weeds, rodents, predatory animals and any unsightly or obnoxious thing; and to take any action with reference to such lots and plots as may be necessary or desirable in the option of the board of directors of said corporation, to keep the property clean and in good order; to make and collect charges therefor.

**Declaration of Protective Covenants, Article V, Shelter Bay Community, Inc.:**

2. **Unkempt Lots.** The committee responsible shall have the right at all times, but shall not be under obligation, to enter upon all lots, tracts, or parcels of said property to care for, cut the grass upon and remove or destroy weeds and rubbish or to correct in a reasonable manner conditions deemed hazardous by said committee from any such lot, tract or parcel, if the owner of the lot or leasehold thereof shall not have corrected any such condition after receipt of reasonable notice, for the purpose of maintaining an attractive overall appearance for said property; and to charge the owner or owners of the lot or of the leasehold of said lot, tract, or parcel the actual cost plus ten percent for services rendered in alleviating any such unsightly condition which charge shall constitute a lien against the property enforceable as provided in the case of dues, assessments, and maintenance as provided in the lease and/or conveyance of said lot, tract or parcel from the Declarant. (5/90)

**Declaration of Protective Covenants, Article IV, Covenants and Restrictions:**

15. **Refuse.** No lot, tract, or parcel within the survey of Shelter Bay shall be used as a dumping ground for rubbish, refuse, garbage, grass cuttings or other debris. (5/97)

**Rules and Regulations – Part I – General**

**I. Member Responsibilities and Denial of Privileges**

- 1.2 Shelter Bay members are responsible for maintenance of their lots: mowing, clearing of overgrown brush and dead trees, drainage and ditching. Any lot that the committee responsible deems neglected and in need of mowing will be mowed by the community and the member will be billed the customary charge.

**II. General Activities**

- 2.2 Littering is prohibited.

**GUIDELINES**

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The Lot Committee respects the Community's desire to ensure that lots within Shelter Bay are maintained to reflect the residential nature of the community.

**Lot Maintenance Requirements.** All members are required to maintain their lots in a manner that retains and enhances the value of their lots and lots in their neighborhood. The Committee will review lots that are not maintained in a manner consistent with these guidelines, conduct a site visit as necessary to determine if remedial action is required, and approve any work actions and related expenses.

1. **Undeveloped Lots:** Lots may remain natural except for trees which become a danger, growth which encroaches upon or detracts from the value and/or enjoyment of neighboring properties, or becomes a fire hazard. If the lot is mowable, prior to April 1<sup>st</sup> the owner of the lot should make arrangements for mowing maintenance to a height no greater than 8" throughout the growing season.
2. **Developed Lots:** Lots shall be maintained and shrubbery prudently managed. If the Lot Committee determines that a lot has become overgrown, unsightly, dangerous, or hinders a neighbor's enjoyment of their property, the member will be directed to take action to bring the lot back into compliance.
3. **Maintenance:** Structures and fences should be maintained in good repair and appearance.
4. **Refuse:** The dumping of refuse or hazardous substances is not allowed.

**shelter bay community, inc.**  
**Lot Committee Guidelines**

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**PROCEDURE FOR IMPLEMENTATION**

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1. Undeveloped Lots. The Lot Committee oversees lots and maintenance, makes initial site visits, and notifies members whose lots are not in compliance requesting corrective action by a specified date. This includes drainage problems and regular maintenance including consistent mowing to a height no greater than 8". If the matter is not completed to the satisfaction of the Committee, corrective action can be taken and the member billed or the member may be referred to the Rules Committee with a fine recommendation.
2. Developed Lots. Upon a non-conforming lot coming to the Committee's attention or receipt of a completed Incident-Concern-Complaint from a member, the member will be notified of the violation and asked to come into compliance. If a hazard exists, and goes uncorrected, the Committee will take remedial action and bill the member for such expense. The Member may be referred to the Rules Committee with a fine recommendation.

**shelter bay community, inc.**  
**Lot Committee Guidelines**

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**NUISANCES, PETS AND LIVESTOCK**

**AUTHORITY**

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**Declaration of Protective Covenants, Article IV, Covenants and Restrictions:**

9. **Nuisances.** No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The committee responsible shall determine what activity is noxious or offensive and such determination shall be conclusive.
13. **Livestock.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any of said property, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for a commercial purpose, and provided they do not become a nuisance.

**Rules and Regulations – Part I, General, Section II, General Activities:**

- 2.7 Dogs off members' or tenants' premises are to be leashed at all times. Loose animals may be impounded. Dog owners are responsible for cleaning up feces left by their dog(s). No single household may have more than 3 dogs without the written permission of the Committee responsible.

**Rules and Regulations – Part I, General, Section II, General Activities V, Parks and Barbecue Areas:**

- 5.9 Dogs shall not be allowed to run loose, but shall be leashed or confined except as herein provided. Dogs may be allowed off-leash on Martha's Beach so long as the owner maintains complete control and picks-up after them. If requested by a community member, the owner must put dogs back on leash.

**OTHER REFERENCES:**

**Swinomish Tribal Code, Section 4-06.050 Public Disturbance Noises:**

No person shall knowingly cause or make unreasonable noise that disturbs another and refuse to or intentionally fail to cease the unreasonable noise between the hours of 10:00 p.m. and 7:00 a.m. [Code abbreviated for purposes of this Guideline.]

**GUIDELINES**

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The Lot Committee will review complaints received about:

1. Suspected toxic material burned, used, or stored on property which could become a danger to the property or others.
2. After hours (10:00 p.m. to 7:00 a.m.) annoying or continuous noise (construction activity, barking dogs, loud music, late night parties, playing outdoor games, etc.).
3. Commercial vehicles could be considered a nuisance or annoyance in that they are out of keeping in a residential setting; they could be considered detrimental to the residential ambiance and value of surrounding homes. The Lot Committee will determine whether a nuisance exists based on the specific circumstances of the commercial vehicle.
4. Unusual decor, landscaping or usage of the property not in keeping with the style and manner of others in the neighborhood.
5. Exterior, Holiday, or Special Occasion Lighting: The Committee will review complaints regarding exterior lighting. Exterior lighting for the holiday season will be allowed from Thanksgiving Day through the end of the first week in January. Special requests for exterior lighting on a temporary basis to mark a special occasion may be made to the Lot Committee.
6. Non-adherence to pet restrictions (pets off-leash or wandering loose, not picking up after pets, etc.).
7. The feeding of wildlife which creates a nuisance or damages neighboring property.
8. Other complaints that constitute a nuisance or ongoing annoyance to surrounding neighbors as determined by the Committee.

**shelter bay community, inc.**  
**Lot Committee Guidelines**

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**PROCEDURE FOR IMPLEMENTATION**

1. Upon becoming aware of a possible violation or the receipt of an Incident-Concern-Complaint, the Lot Committee will assess the situation and notify the member of any resulting violation, setting a date for correction. A copy will be placed in the Lot File at the Shelter Bay Community office. If it is a non-compliance issue and the member does not comply by the specific date, the violation may be referred to the Rules Committee with a fine recommendation.

**shelter bay community, inc.**  
**Lot Committee Guidelines**

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**SIGNS**

**AUTHORITY**

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**Articles of Incorporation, Article II, Purposes**

12. To regulate and/or prohibit the erection, posting, pasting or displaying upon any of said property billboards and/or signs of all kinds and character, and to remove and/or destroy any such billboards or signs erected or maintained upon said property with the authority of said corporation as provided in such restrictions, conditions and covenants, as may affect said property or any portion thereof.

**Declaration of Protective Covenants, Article IV, Covenants and Restrictions:**

12. **Signs.** No sign of any kind shall be displayed to public view on any lot tract, parcel, or community property without written approval of the committee responsible. Lot owners may erect a sign not to exceed two (2) square feet in area to identify his residence. All other signs shall comply with the General Rules and Regulations, Part I.

**Rules and Regulations – Part I – General**

**XI. SIGNS**

- 11.1 Except as provided for in this section, no sign of any kind may be displayed to public view on any tract, parcel, or community property without written approval of the committee responsible.
- 11.2 Members may erect a sign not to exceed two (2) square feet in area to identify their place of residence.
- 11.3 No resident or their agents may post or erect signs of any kind within the boundary of the Shelter Bay entrance from the Entrance Gate to Pioneer Park Way.
- 11.4 Signs shall be removed if found in violation of the Protective Covenants or the General Rules & Regulations.
- 11.5 Residential "For Sale" signs: No more than two per lot, each not to exceed 2' x 2', attached to the structure or on a post not over 4' high, and located in such a manner as to not obstruct the view of the roadway. The signs may have attachments for the name and phone number of the real estate agent and one informational box. No other appendages or information can be attached by the member or the real estate company.
- 11.6 "Open House" signs: One standard size realtor sandwich board may be displayed within the property boundary from 12:00 noon to 6:00 p.m. A standard sandwich board directional sign may be placed at each successive street change off Shelter Bay Drive during the time of the open house. Open house signs are not permitted within the boundary of the Shelter Bay entrance from the Gate to Pioneer Park Way.
- 11.7 Vacant Lot "For Sale" Signs: No more than two signs which conform to the size and placement for residential "For Sale" signs.
- 11.8 Contractor's signs: One sign, not to exceed 2' x 2' attached to the structure, or on a post located in such a manner as to not obstruct the view of the roadway. It must be removed upon completion of construction or at the time the deposit is returned to the member.
- 11.9 "Garage Sale" signs: No signs will be approved until the manager has issued the Garage Sale permit or authorization has been given for a community-wide garage sale. Signs shall be consistent with Section 11.15 below.
- 11.10 Temporary directional signs for open houses or garage sales may be placed at each successive street change off of Shelter Bay Drive and at the function location.
- 11.11 House identification signs: Each resident is required to purchase and post a standard house number sign. The sign shall be white with blue numbers and of a standardized form as provided by a specification available at the office. The house identification sign must be visible from the street.
- 11.12 Decorative or informational signs: A decorative or information sign will be permitted upon recommendation by the Board of Directors and/or the Lot Committee.
- 11.13 Members may display one small "For Sale" sign in one privately owned automobile parked in their driveway. Brokerage or private "For Sale" signs are permitted on vessels moored in the harbor or marina.
- 11.14 Political signs may be displayed for candidates running for political office and/or ballot issues in any election in which all members of the community can be eligible to vote. Political signs shall be limited to one sign per candidate and per issue, shall be placed within the boundaries of the lot, shall not exceed 2' by 2' in size, and shall be attached to the structure or on a post not over 4' high. If attached to a post, the sign shall be located within the boundaries of the lot and located in such a manner as to not obstruct the view of the roadway. Political signs may not be posted in a greenbelt area. Political signs may be posted up to four weeks prior to the election, and must be removed within 48-hours after the election.
- 11.15 Except as otherwise provided, all signs posted in Shelter Bay shall:
- a. Be no larger than 12" x 14" and firmly affixed to a stake or post not over 3' in height

**shelter bay community, inc.**  
**Lot Committee Guidelines**

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- b. Not be attached to street sign posts, fencing or fence posts, utility poles or posted within the boundary of the Shelter Bay entrance from the Community Patrol gate to Pioneer Parkway, nor on any other type of community signpost.
- c. Not placed on any private lot without the member's permission.
- d. Be removed immediately after the function.
- e. Be removed if not in accordance with the above items or found in violation of the General Rules & Regulations or Protective Covenants. Permit violations are subject to review by the Rules Committee and possible sanctions.

**GUIDELINES**

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Since the development of Shelter Bay Community the Articles of Incorporation, the Protective Covenants and the General Rules and Regulations have been restrictive in order to maintain a Community ambience that is as free as possible from signage. The Lot Committee Guidelines concerning signs and signage are provided in the Authority Section.

**PROCEDURE FOR IMPLEMENTATION**

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1. The Lot Committee is responsible for reviewing and approving signage on lots.
2. Signs are allowed without a permit, as long as they comply with Rules and Regulations, Part I, Signs. If a sign is at variance with the Rules and Regulations, the member or the realty company will be notified of the violation, setting a date for compliance.
3. Garage Sale signs are administered by the Shelter Bay Manager in conjunction with Rules and Regulations, Part I, Signs.
4. If a sign is not in compliance by the specified date, the Committee reserves the right to remove the sign from the premises and notify the member or realty agent of the action and the location of the sign

**shelter bay community, inc.**  
**Lot Committee Guidelines**

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**CLOTHES LINES**

**AUTHORITY**

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**Declaration of Protective Covenants, Article IV, Covenants and Restrictions:**

**14. Laundry.** No outside clothes lines or drying racks are permitted.

**GUIDELINES**

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The Lot Committee will request removal of any clothesline visible from the road, waterways, or neighboring lots.

**PROCEDURE FOR IMPLEMENTATION**

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1. The Lot Committee will monitor matters relating to clothes lines and drying racks.
2. Upon becoming aware of a possible violation or the receipt of a written complaint, the Lot Committee will assess the situation and notify the member of any resulting violation, setting a date for correction. A copy will be placed in the Lot File at the Shelter Bay Community office. If it is a non-compliance issue, and the member does not comply by the specified date, the violation may be referred to the Rules Committee with a fine recommendation.

**shelter bay community, inc.**  
**Lot Committee Guidelines**

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**shelter bay community, inc.**  
**Lot Committee Guidelines**

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**OUTDOOR ANTENNAS**

**AUTHORITY**

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**Declaration of Protective Covenants, Article IV, Covenants and Restrictions:**

32. **Satellite Dish Antenna.** Satellite dish antennas are subject to regulation. An installation permit is required from the committee responsible.

**GUIDELINES**

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The purpose of these Guidelines is to maintain the appearance of the Community by minimizing the visual impact of antennas.

The primary consideration is to locate the antenna so that it is as inconspicuous as possible.

**Antenna Installation Regulations.** Members are responsible for complying with FCC regulations that apply to the antenna and its use. The member is advised that the Committee will be glad to discuss potential locations and answer any questions regarding installation.

A Lot Committee permit is required for the installation of satellite dishes exceeding forty inches (40") in diameter and mast type antennas exceeding six feet (6') above the roof ridgeline.

**PROCEDURE FOR IMPLEMENTATION**

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1. The Lot Committee will review the Lot Committee Request for Permit for the installation and location of satellite dishes exceeding forty inches (40") in diameter and mast type antennas exceeding six feet (6') above the roof ridgeline. The Committee will notify the member of its decision and place a copy of the permit in member's file at the Shelter Bay Community office.
2. If a satellite dish exceeding forty inches (40") in diameter or a mast type antenna exceeding six feet (6') above the roof ridgeline is installed without an approved Lot Committee permit, the member will be requested to complete the permitting process. Failure to do so may be deemed a violation and referred to the Rules Committee with a fine recommendation.

**shelter bay community, inc.**  
**Lot Committee Guidelines**

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## **OFF-STREET PARKING AND INOPERABLE VEHICLES**

### **AUTHORITY**

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**Declaration of Protective Covenants, Article IV, Covenants and Restrictions:**

- 17. Off-Street Parking.** At least two off-street parking spaces for each single family residence shall be provided. Such spaces shall be used only for vehicles which are operational and in regular use. Such spaces shall not become a storage area for unused vehicles and other items which may detract from the natural beauty of surrounding areas. Driveways serving a single family residence must be no less than 25 feet in length from street edge to structure.

### **GUIDELINES**

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The intent of this Covenant is to prevent long term parking of unused or commercial vehicles and the storage of miscellaneous items visible from the street (i.e. camper shells, boats, trailers, PODs, dumpsters, etc.).

Shelter Bay is designated as a single-family residential community. Members are to ensure that they have appropriate and adequate parking space for all vehicles associated with the lot.

An inoperable vehicle is defined as one where the physical condition of the vehicle indicates that it may not be operable, is unsightly, or in need of repair (i.e. broken windows, flat tires, major body damage, expired registration, etc.). Storing vehicles for repair is not allowed.

### **PROCEDURE FOR IMPLEMENTATION**

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1. The Lot Committee will monitor off-street parking.
2. Upon becoming aware of a possible violation or the receipt of an Incident-Concern-Complaint, the Lot Committee will assess the situation and notify the member of any resulting violation, setting a date for correction. A copy will be placed in the Lot File at the Shelter Bay Community office. If it is a non-compliance issue and the member does not comply by the specific date, the violation may be referred to the Rules Committee with a fine recommendation.

**shelter bay community, inc.**  
**Lot Committee Guidelines**

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**shelter bay community, inc.**  
**Lot Committee Guidelines**

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**RECREATIONAL VEHICLES AND TRAILERS**

**AUTHORITY**

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**Declaration of Protective Covenants, Article IV, Covenants and Restrictions:**

**18. Recreation Vehicles and Trailers.** No trailer, travel trailer, fifth wheeler, boat trailer, mobile home, motor home, boat, camper, or similar property shall be stored on any lot, tract, or parcel in the Survey of Shelter Bay, for longer than one seven (7) day period, or portion thereof, within any thirty (30) day period, without prior written approval of the committee responsible, unless stored in a garage or carport. Travel trailers, motor homes, mobile homes or campers may be used for limited vacations or holidays or during construction of a dwelling upon specific written approval of the committee responsible. During temporary use of the above, all covenants and restrictions herein shall be strictly observed, including but not limited to the sewerage system.

**GUIDELINES**

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For purposes of this Guideline the term ‘vehicle’ shall be used to include motorhomes, travel trailers, utility trailers, boat trailers, tent trailers, watercraft, ATVs, golf carts, stock trailers, flatbeds, PODs, construction trailers, and other vehicles of a similar nature.

**The RECREATIONAL VEHICLE PARKING POLICY RESTRICTIONS** for all recreational vehicles and trailers is outlined in the Protective Covenants. In keeping with the Covenant, the Lot Committee works to maintain the ambiance of the Community in that recreational vehicles and trailers parked on a lot are kept out of sight.

An approved permit is required only if the vehicle is to remain longer than seven days within a thirty-day period. Separate restrictions apply to vehicles on construction sites, please refer to the Shelter Bay Building Construction Guidelines.

**On a vacant lot:** For recreational and vacation purposes, the term shall not exceed three months in one year. When used as living quarters, all sanitary requirements must be satisfied. The member must apply for and receive an approved permit from the Lot Committee, or designee.

**On a lot with livable home:** For clean-up, repair, trip preparation, guest housing, etc. When used for guest housing the term shall not exceed thirty days in one year and all sanitary requirements must be satisfied. The member must apply for and receive an approved permit from the Lot Committee, or designee.

**Permits:** A Recreational Vehicle Permit is required if the vehicle will be parked for more than seven (7) days in any 30-day period. The 30-day period begins with the first day of parking. A Recreational Vehicle Permit is also required for accumulative vehicle parking exceeding 30 days during a calendar year.

Small vehicles which are determined to be adequately concealed by fencing/shrubbery may be stored on a lot without obtaining a permit.

**PROCEDURE FOR IMPLEMENTATION**

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1. Recreational Vehicle Parking Permits are available at the office and are granted by the Lot Committee Chair, or designee.
2. Information on residents not in compliance with the recreational vehicle guidelines is obtained from resident reports and Lot Committee monitoring.

**shelter bay community, inc.**  
**Lot Committee Guidelines**

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3. Upon becoming aware of a possible violation or the receipt of an Incident-Concern-Complaint, the Lot Committee will assess the situation and notify the member of any resulting violation, setting a date for correction. A copy will be placed in the Lot File at the Shelter Bay Community office. If it is a non-compliance issue and the member does not comply by the specific date, the violation may be referred to the Rules Committee with a fine recommendation.

**shelter bay community, inc.**  
**Lot Committee Guidelines**

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**VEHICLE STORAGE LOT**

**AUTHORITY**

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**Rules and Regulations – Part I – General**

**VII. Vehicle Storage Lot**

- 7.1 No space in the storage lot will be occupied unless and until a lease for that space has been executed.
- 7.2 Vehicles or property parked or stored in the storage lot will be the property of the lessee who is a member in good standing of Shelter Bay Community.
- 7.3 No noxious or hazardous material will be stored in the storage lot except that vehicle fuel and heating or cooking fuel may be stored in vehicle fuel tanks or pressurized fuel bottles which are connected to vehicle trailer, camper or motor home systems.
- 7.4 All property stored in the space shall be parked or located one foot inside the side boundaries and within the rear and front boundaries of the space.
- 7.5 The speed limit within the storage lot is 5 miles per hour.
- 7.6 Children under 12 years of age are not permitted in the storage lot except in the immediate presence of a parent or other responsible adult.
- 7.7 Animals shall be leashed at all times when on the storage lot premises.
- 7.8 All covenants and general rules and regulations apply to the storage lot.
- 7.9 The name, address and telephone number of the owner is to be conspicuously displayed on each vehicle, boat or trailer stored in the lot.
- 7.10 No structures (sheds, lean-tos, tents) will be erected in the storage lot without written approval of the Lot Committee.
- 7.11 No more than two (2) spaces may be rented by a member without the written approval of the Lot Committee.

**GUIDELINES**

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The Lot Committee Guidelines for the Vehicle Storage Lot are provided for on the Storage Lot Lease Agreement and in the Authority Section above.

**Storage Lot Rental and Maintenance Requirements:** Lessees of a space in the Vehicle Storage Lot (Storage Lot) understand that the Storage Lot is a self service facility. As such, Lessees are required to keep and maintain their assigned space in a clean and sanitary condition, and free of rubbish, debris, and hazardous materials. Further, Lessees agree in the Storage Lot Lease Agreement that items stored must be “mobile” as to facilitate removal in the event of emergency. Approved storage sheds are exempt from this requirement.

**PROCEDURE FOR IMPLEMENTATION**

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- 1. Each Lessee must sign the Storage Lot Lease Agreement at the Community Office.
- 2. If the Lessee wishes to include a storage shed in the assigned space, the request will be reviewed by the Lot Committee, and must be approved prior to finalizing the Storage Lot Lease Agreement. If the request is made after the agreement is in place, committee approval is required prior to the Lessee installing the shed in the Storage Lot.
- 3. The Lot Committee will regularly monitor the condition of the storage lot. If storage items need to be brought into compliance or the condition of the space needs maintenance or repair, the Lessee will be notified of the problem and requested to take corrective action by a specific date.
- 4. If there is a failure on the part of the Lessee to respond to the satisfaction of the Committee, the lessee will be sent a letter terminating the rental and requesting removal of his/her property from the Storage Lot.
- 5. If the lessee fails to remove the property within the time frame specified by the Committee, the property will be removed and disposed of by the Community and the expenses billed to the Lessee.

**shelter bay community, inc.**  
**Lot Committee Guidelines**

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**shelter bay community, inc.**  
**Lot Committee Guidelines**

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**RENTING OR LEASING OF REAL PROPERTY AND  
HABITATION OF TEMPORARY STRUCTURES**

**AUTHORITY**

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**Declaration of Protective Covenants, Article V, Shelter Bay Community:**

4. **Renting/Leasing of Real property.** Owners and/or leaseholders have the right to rent or lease their real property in compliance with the Federal Fair Housing Act, 42 U.S.C § 3604 subject to the following restrictions:
  - a. Prior to occupancy, tenants shall provide the member (landlord) and Shelter Bay Community, Inc. with a signed "Tenant Information and Statement of Understanding."
  - b. Members are the party responsible for the proper conduct of tenants. Tenants shall be subject to all Protective Covenants and General Rules and Regulations of Shelter Bay Community Inc.
  - c. Membership and voting rights in Shelter Bay Community, Inc. continues to reside with the member.
  - d. Renting/leasing for terms of less than 30 days is not permitted.

**Declaration of Protective Covenants, Article IV, Covenants and Restrictions:**

18. **Habitation of Temporary Structures.** No structure of a temporary character, tent, shack, garage, or any other outbuilding shall be used on any lot at any time as a dwelling except under a temporary written permit, which may be granted, upon specific time limitations of such use, at the discretion of the committee responsible.

**Rules and Regulations – Part I - General**

**I. MEMBER RESPONSIBILITIES AND DENIAL OF PRIVILEGES**

Shelter Bay members are responsible to insure that family, tenants, agents and guests comply with the Protective Covenants and the Community General Rules and Regulations.

1.5 Member's responsibilities:

- a. If a member rents his/her property, it is the member's responsibility to sign a contract to be on file in the office, detailing the name(s), address, phone number(s) and duration of any renter(s) occupancy of the member's premise, including an acknowledgement that any fees, charges, etc. as defined in this procedure, continue to be the responsibility of the member.

**II. GENERAL**

- 2.8 Shelter Bay members who rent or lease their homes or docks shall provide a completed Tenant Information Form to the community office.

**GUIDELINES**

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The Lot Committee Guidelines for the renting or leasing of property and the use of temporary structures is provided in the Authority Section.

**PROCEDURE FOR IMPLEMENTATION**

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1. The Shelter Bay Community office will provide the administrative function for members wishing to rent their property and maintain records containing the "Tenant Information and Statement of Understanding".
2. Upon becoming aware of a possible violation or the receipt of an Incident-Concern-Complaint, the Lot Committee will assess the situation and notify the member of any resulting violation, setting a date for correction. A copy will be placed in the Lot File at the Shelter Bay Community office. If it is a non-compliance issue and the member does not comply by the specific date, the violation may be referred to the Rules Committee with a fine recommendation.

**shelter bay community, inc.**  
**Lot Committee Guidelines**

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**shelter bay community, inc.**  
**Lot Committee Guidelines**

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**LOT COMMITTEE  
FORMS**

**LOT COMMITTEE REQUEST FOR PERMIT** (1 page, 2 sides)

**INCIDENT-CONCERN-COMPLAINT FORM** (1 page, 2 sides)

**RECREATIONAL VEHICLE AND TRAILER PERMIT REQUEST FORM**  
(1 page, 2 sides)

**GARAGE SALE PERMIT** (1 page, 1 side)

This form is submitted to and approved by Shelter Bay Management. Refer to Rules and Regulations – Part I – General, Article 2.10.

**STORAGE LOT LEASE AGREEMENT** (1 page, 2 sides)

This form is administered by Shelter Bay Management. Refer to Rules and Regulations – Part I – General, Article 7.1.

**TENANT INFORMATION AND STATEMENT OF UNDERSTANDING**  
(3 pages, 2 sides)

This form is administered by Shelter Bay Management.

**shelter bay community, inc.**  
**Lot Committee Guidelines**

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# shelter bay community, inc.

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

<b>For Office Use Only</b>	
Applicant is a member in good standing	
Initials _____	Date _____

## LOT COMMITTEE REQUEST FOR PERMIT

*Applications/Permit expire 1 year from date of issue*

Member/Applicant Name:	Lot # & Street Name:	Telephone #:	Date:
Mailing Address:		E-mail Address:	
If this request impacts another lot, please provide information about the lot below:			
Member Name:	Lot # & Street Name:	Telephone # (if available)	
<b>APPLICANT <u>MUST</u> COMPLETE <u>ALL</u> OF THE SECTION BELOW AND READ AND SIGN THE BACK OF THIS FORM</b>			
<b>Specific description of work</b> (Refer to instructions on reverse side)			
Member/Applicant Signature:			Attached: ( ) Sketch ( ) Photos

**Affected member(s) must sign this application acknowledging notification of this Request. If an affected member has concerns, they must contact the Committee. Additional signatures may be required, as determined by the Committee.**

Lot #	Affected Member Signature	Lot #	Affected Member Signature	Lot #	Affected Member Signature

**-- PLEASE READ THE INSTRUCTIONS ON REVERSE SIDE AND SIGN THE APPLICATION--**

Below for Committee Use Only					
<b>Site Inspection by Lot Committee</b>					<b>Date:</b>
Name	Signature	Name	Signature		
Lot Committee Comments:					
Monitor Required? Yes No	Monitor Name	Tribal SSA Permit Required Y / N	SSA # _____		
		Date of Request to Manager: _____	Fee: _____		
Approved	Disapproved	Chair Signature:	Approval Date:	Permit Expires:	
Follow-up Visit. Was work completed as Approved? Y / N					
Committee Member Signature _____					

**The Lot Committee meets the 1<sup>st</sup> & 3<sup>rd</sup> Thursday of the month in the Clubhouse. Applications must be in by 5:00 p.m. on the Friday before the week of the meeting in order to be placed on the Agenda. All meetings are open to the public, discussion will be limited to those items on the Agenda.**

## Lot Committee Request for Permit Instructions

The Lot Committee would like applicants to be aware of the following items as they fill-in the application:

1. The Lot Committee meets on the 1st and 3rd Thursday of the month at 9:00 a.m. Holiday meeting times may vary. Please check with the website, newsletter or the office for the meeting schedule. **Applications must be in by 5:00 p.m. the Friday before the meeting in order to be on the agenda. All meetings are open to the public. Discussion will be limited to items on the agenda. Contact the Committee if you have any questions.**
2. If the application is complete, time allows, and weather permits, the committee will act on the request at the first meeting following its submission. A site inspection may be made at that time. The applicant should be home on that day and make sure to provide a sketch or photos clearly detailing the work to be done. If the applicant is not home and no sketch or photos have been submitted, the request will be reviewed at the next meeting when the application is complete.
3. For permit requests concerning trees, all trees listed for the requested action should be appropriately marked with colored tape. (tape is available in the office)
  - Red - tree to be removed
  - Yellow - tree to be trimmed, pruned, or limbs removed
  - Green - to be skirted (limbs removed at the canopy/base)
  - White – In addition to the above colored tape, trees in a Sensitive or Shoreline Area (SSA) will include white tape.
4. Unless located within a Shoreline and Sensitive Area, no permit is required if the branches you wish to cut are less than 6 inches in diameter, or if the diameter of the tree is 6 inches or less at 5 feet above the ground level (dbh).
5. Special criteria may be **required** for those locations considered "SSA" (**Shoreline & Sensitive Area**). Those locations include:
  - Projects within 200 feet of the shoreline at the mean high tide level.
  - Projects on a slope of 40 degrees or more or within 50 feet of the top of such a slope.Additional permitting and/or restrictions may apply. Check with the Committee.
6. View restoration requests will initiate a notification to any affected members with a copy to the requestor.
7. Signatures of affected members must appear on the front of this form, indicating that they have been informed. The Lot Committee may determine that there are other members who are affected in a relevant way and their signatures would also be required. If an affected member has concerns, they may contact the Committee. Their input will be considered but is not binding.
8. Any tree cutting should not be scheduled or performed until after the Lot Committee decision and receipt of the goldenrod colored copy of the approved permit. All such work shall have a waiting period of 30 days from the date of decision.

### Member/Applicant Responsibilities:

1. Complete the form thoroughly, attaching any sketches and photos as appropriate, and obtaining the signatures of any affected members to indicate they have been notified.
2. Be available to answer questions for the Committee.
3. Allow the Lot Committee access to the lot or dwelling in order that they may obtain the information deemed necessary to make an informed decision.
4. No work is to be scheduled or performed until after the Committee has approved the request. Have the goldenrod colored copy of the **signed/approved permit in your possession before** scheduling or proceeding with the work. There is a 30 day waiting period from the date of decision for any work involving tree cutting.
5. Notify the Committee Secretary when permitted work has been completed.

Cooperation regarding the above items will allow the Lot Committee to process the request in a timely manner. Incomplete applications will be returned to the applicant.

**I have read the above and agree to abide by the instructions.**

**Member/Applicant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The approved application will usually be available at the Office for pick-up three (3) business days following the Thursday meeting. Some cases may take longer if further research or permits are required.

Please call the Committee Secretary with any concerns or questions – 360-466-3805.

**The Lot Committee meets the 1<sup>st</sup> & 3<sup>rd</sup> Thursday of the month in the Clubhouse. Applications must be in by 5:00 p.m. on the Friday before the week of the meeting in order to be placed on the Agenda. All meetings are open to the public, discussion will be limited to those items on the Agenda.**



# shelter bay community, inc.

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



**INCIDENT**



**CONCERN**



**COMPLAINT**

Date Reported:

Name of Person(s) Reporting (please print):

Lot #

Address:

Phone #

**DESCRIPTION OF INCIDENT/CONCERN/COMPLAINT (who, what, when, & where)**

Signature(s):

Has there been an effort made by the parties involved to resolve this issue?

Yes  No

Is this a problem for other residents?

Yes  No

Comments:

**FOR OFFICE USE ONLY**

Report Received By:

Date:

Referred to:

Building Committee

Lot Committee

Greenbelt Committee

Manager

Reviewed by Committee/Manager on:

If this report concerns actions on another lot (respondent), please provide:

Name: \_\_\_\_\_ Lot # \_\_\_\_\_ Telephone # \_\_\_\_\_

**RESPONDENTS COMMENTS:** \_\_\_\_\_

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Comments given/taken by: \_\_\_\_\_ Date: \_\_\_\_\_

**ACTION TAKEN**

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOLLOW-UP INFORMATION**

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FINAL DISPOSITION:**

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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<b>For Office Use Only</b>	
Applicant is a member in good standing	
_____	_____
Initials	Date

## RECREATIONAL VEHICLE AND TRAILER PERMIT REQUEST FORM

Date \_\_\_\_\_

Approval of this permit authorizes \_\_\_\_\_ Lot # \_\_\_\_\_  
(Member Name)

To park a \_\_\_\_\_ on Lot # \_\_\_\_\_

From: \_\_\_\_\_ To \_\_\_\_\_

For What Reason: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The policy for Recreational Vehicles and Trailers parking on a lot is on the reverse side of this form. Occupied vehicles must be equipped with approved sanitation facilities and, unless connected to the Shelter Bay sewer system, shall not discharge sewage except to approved sewage discharge facilities. Member agrees to comply with all Shelter Bay Community, Inc. Protective Covenants and General Rules & Regulations.

Member Signature: \_\_\_\_\_ Phone: \_\_\_\_\_

*(Please read and sign the instructions on the reverse side of this Form)*

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS PERMIT EXPIRES ON THE DATE BELOW**

***POST PERMIT WHERE VISABLE BY ROAD***





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<b>For Office Use Only</b>	
Applicant is a member in good standing	
_____	_____
Initials	Date

## GARAGE SALE PERMIT

Date \_\_\_\_\_

Name: \_\_\_\_\_ Lot # \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Cell/Contact #: \_\_\_\_\_

Date(s) of Sale: \_\_\_\_\_ through \_\_\_\_\_

### GARAGE SALE POLICY AND RESTRICTIONS

With an approved permit, members/renters may hold two garage sales each year. Such sales may be held on Saturdays and Sundays only. Signs publicizing a garage sale may be put in place the day prior to the event and shall:

1. Be no larger than 12" x 14" and firmly affixed to a stake or post not exceeding 3' in height.
2. Not be attached to any street sign posts, fencing or fence posts, utility poles, Shelter Bay sign posts, in the planter box at the intersection of Pioneer Parkway and Shelter Bay Drive, or on any other type of Community sign or post.
3. Not be permitted at the security gate or between the security gate and the entrance to Shelter Bay Pioneer Parkway.
4. Not be placed on any private lot without that member's permission.
5. Be allowed for directional purposes with not more than one sign placed at each successive street change off of Shelter Bay Drive during the times of the sale.
6. Be removed no later than 6:00 p.m. on the last day of the sale.
7. Be removed if found in violation of the above or any other Shelter Bay Rules and Regulations and/or the Protective Covenants. Violations are subject to Rules Committee sanction.

Please contact the Shelter Bay Webmaster and/or the Newsletter Editor for placing a classified ad for your sale within the Community.

I have read and agree to the above garage sale policies/procedures.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

**POST PERMIT WHERE VISIBLE DURING THE GARAGE SALE  
THIS PERMIT EXPIRES THE LAST DAY OF THE GARAGE SALE AS SHOWN ABOVE**

Permit Approved:

\_\_\_\_\_  
Manager or Designee

\_\_\_\_\_  
Date

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# shelter bay community, inc.

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## STORAGE LOT LEASE AGREEMENT

This lease agreement was entered into on \_\_\_\_\_ between Shelter Bay Community, Inc., a Washington non-profit corporation, hereinafter referred to as "Lessor" and \_\_\_\_\_ who shall hereinafter be referred to as "Lessee".

### RECITALS

WHEREAS, Lessee is a Member of Shelter Bay Community, Inc., and

WHEREAS, Lessor owns a self-service storage facility and desires to lease storage space on said Shelter Bay Community, Inc, Vehicle Storage Lot, NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

### SECTION 1 – RENTAL

Lessor hereby rents and leases to Lessee and Lessee hereby leases from Lessor Storage Space No. \_\_\_\_\_ (hereinafter "Storage Space") located at the Shelter Bay Community, Inc. Vehicle Storage Lot for the term and at the rental provided for in this lease agreement.

1.1 The Lessee agrees that this Lease shall be effective only so long as the Lessee is a Member of Shelter Bay Community, Inc., as defined in the Articles of Incorporation of Shelter Bay Community, Inc.

1.2 Within fourteen (14) days of such date that the Lessee is no longer a Member of Shelter Bay Community, Inc., this lease shall terminate without further notice and Lessee shall remove all of Lessee's property from such storage space and shall return the key to the Shelter Bay Community, Inc. Vehicle Storage Lot to the Shelter Bay Community, Inc. Office.

1.3 All items to be stored must be identified on this lease pursuant to Section 2 of this Agreement and are subject to the approval of the Lessor's manager or designated agent. Lessee shall comply with all of the Rules and Guidelines of the Lessor and shall abide by all other rules, regulations and covenants of Shelter Bay Community, Inc.

### SECTION 2 – LIST OF ITEMS TO BE STORED & LIMITATIONS ON ITEMS TO BE STORED

2.1 The Lessee desires to store the following items on said Storage Space (list by make, model and license number where applicable). Lessee must list any lien holder or secured party, pursuant to RCW 19.150.120, who has an interest in the property:

PROPERTY DESCRIPTION	LIEN HOLDER or Secured Party Name & Address

2.2 Lessee agrees that only the items set forth in Section 2.1 shall be stored on the Lessee's Storage Space and Lessee agrees to apply to the Lessor to amend this list should the Lessee desire to store any additional items on said Storage Space.

2.3 Items stored on said Storage Space must be mobile so as to facilitate removal in the event of emergency. Issues regarding mobility shall be resolved by Lessor's Manager or designated agent. Storage sheds which have been approved by the Lessor's Manager or designated agent may be stored on designated spaces and shall be exempt from the mobility requirements.

2.4 Items stored shall be within the boundaries of the Storage Space assigned. No item shall be closer than 12 inches to a space side line, or closer than 24 inches to a fence.

2.5 If the Lessee stores items which are not listed in Section 2.1 above, Lessor may remove such items at the Lessee's sole expense and may elect to terminate this Agreement.

2.6 No flammable or hazardous materials of any kind shall be stored, with the exception of fuels contained in tanks approved for their use, and properly attached to the stored vehicle.

2.7 Lessee agrees that Lessee shall not maintain any business, operate any machinery, or use said Storage Space for any commercial, industrial, or retail or wholesale purpose. The premises are intended for the sole and exclusive use for the storage of property owned or lawfully in the possession of Lessee.

### SECTION 3 – RENT

The yearly rental fee for the space leased by Lessee shall be «SpelledRate» Dollars (\$«AnnualRate».00). Provided, however, that the rate may be changed by the Lessor upon giving fourteen (14) days written notice to Lessee.

### SECTION 4 – TERM

This lease agreement shall be on a yearly basis, unless Lessor or Lessee gives fourteen (14) days written notice of the intention to terminate this lease agreement or by the mutual agreement of the parties or by the failure of Lessee to pay the rent when due and payable.

### SECTION 5 – DELINQUENT PAYMENT

5.1 Rental payments shall be due and payable in advance.

5.2 In the event that rental payment is not received by the thirtieth (30th) day of the month in which it has become due and payable, the rental payments shall be considered as delinquent.

5.3 Failure to pay the rental payment when due shall constitute a basis for termination of this lease agreement.

### SECTION 6 – MAINTENANCE

This is a self-service facility. Lessee shall keep and maintain the premises in a clean and sanitary condition including removal of weeds, grass, and other growth or debris. Lessee shall not permit the accumulation of rubbish liquid waste, or refuse on the premises. Lessee shall at the termination of this lease agreement leave the premises in clean condition.

### SECTION 7 – OTHER RESTRICTIONS ON USE

7.1 Children under the age of 12 are not permitted in the Storage Lot unless accompanied by a responsible adult.

7.2 Pets must be leashed and under the control of owner.

7.3 Speed limit within the Lot is 5 MPH.





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### TENANT INFORMATION AND STATEMENT OF UNDERSTANDING

Recognizing that Shelter Bay is a Private Community and as a condition of occupancy of Lot # \_\_\_\_\_ we, the undersigned, acknowledge by **marking each box below** that we understand our responsibilities as renter/lessee of Shelter Bay property.

1. We have read the Declaration of Protective Covenants and the General Rules and Regulations of Shelter Bay Community, Inc. that have been provided to us, and we understand that these rules apply to us, as tenants, as well as to the landlord/owner.
2. We, as tenants, agree to comply fully with the above Covenants, Rules and Regulations and any changes that may be instituted during our tenancy. Further, we understand our responsibility for insuring that minor children, temporary house guest(s), and any pets occupying the premises must also comply fully.
3. Failure to comply with the Covenants, and/or the Rules and Regulations of the Community, may subject the member/landlord to a fine recommendation.
4. We understand that the house shall be used as a single-family residence. The undersigned are the only adult persons that will occupy the premises. Should this situation change, we will immediately notify the Shelter Bay Community Office.
5. **PARKING:** Off-street parking shall be provided for all vehicles associated with the residence.
6. **GATE CARD:** A refundable deposit of \$25.00 for each card is required. The deposit will be refunded when the card(s) are returned in useable condition. These cards are to be used for admittance at the entrance gate and the marina restrooms.

*(Please complete and sign the reverse side of this Form)*

## Tenant Information and Statement of Understanding

Names of all adults living in the house.

\_\_\_\_\_, Age: \_\_\_\_\_  
\_\_\_\_\_, Age: \_\_\_\_\_

Names of all children living in the house.

\_\_\_\_\_, Age: \_\_\_\_\_  
\_\_\_\_\_, Age: \_\_\_\_\_  
\_\_\_\_\_, Age: \_\_\_\_\_

Mailing Address:

Street or Box: \_\_\_\_\_  
City: \_\_\_\_\_, State: \_\_\_\_\_, Zip \_\_\_\_\_

Home Telephone: \_\_\_\_\_, Work Telephone: \_\_\_\_\_

Place of Employment: \_\_\_\_\_

Occupancy Date: \_\_\_\_\_, Duration of Lease: \_\_\_\_\_

PETS: Description and names (no livestock, poultry, animals, EXCEPT dogs, cats and other small household pets): \_\_\_\_\_  
\_\_\_\_\_

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### Renters/Lessees Signatures:

1. Adult Signature: \_\_\_\_\_, Date: \_\_\_\_\_

2. Adult Signature: \_\_\_\_\_, Date: \_\_\_\_\_

### Acknowledgement of Owner/Landlord:

Owner's Signature: \_\_\_\_\_, Date: \_\_\_\_\_

<u>OFFICE USE ONLY</u>			
Gate Card Deposit Paid	Date	Amount	Initials
	_____	_____	_____

## **Excerpt: Declaration of Protective Covenants, Article V, Shelter Bay Community**

4. **Renting/Leasing of Real property.** Owners and/or leaseholders have the right to rent or lease their real property in compliance with the Federal Fair Housing Act, 42 U.S.C § 3604 subject to the following restrictions:
  - a. Prior to occupancy, tenants shall provide the member (landlord) and Shelter Bay Community, Inc. with a signed "Tenant Information and Statement of Understanding."
  - b. Members are the party responsible for the proper conduct of tenants. Tenants shall be subject to all Protective Covenants and General Rules and Regulations of Shelter Bay Community Inc.
  - c. Membership and voting rights in Shelter Bay Community, Inc. continues to reside with the member.
  - d. Renting/leasing for terms of less than 30 days is not permitted.

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